



10/13/2015



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Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

10/13/15

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p><b>1. Name of conveying party(ies):</b></p> <p>PITMAN FAMILY FARMS, A California corporation 1075 North Avenue Sanger, CA 93657</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> Partnership                      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation- State: <u>California</u>  <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b> <input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Name: <u>Fresno-Madera Production Credit Association</u></p> <p>Street Address: <u>4635 W. Spruce</u></p> <p>City: <u>Fresno</u></p> <p>State: <u>California</u></p> <p>Country: <u>FRESNO</u>                      Zip: <u>93722</u></p> <p><input type="checkbox"/> Individual(s)    Citizenship <u>See additional sheet</u>  <input checked="" type="checkbox"/> Association    Citizenship _____  <input type="checkbox"/> Partnership    Citizenship _____  <input type="checkbox"/> Limited Partnership    Citizenship _____  <input type="checkbox"/> Corporation    Citizenship _____  <input type="checkbox"/> Other                      Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No  (Designations must be a separate document from assignment)</p>
<p><b>3. Nature of conveyance/Execution Date(s) :</b></p> <p>Execution Date(s) <input checked="" type="checkbox"/> <u>9/24/15</u></p> <p><input type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement                      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p>	

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)                      Text

B. Trademark Registration No.(s)

Mary's Free Range: U.S. Reg No. 3899177

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

SEE ATTACHED

<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b></p> <p>Name: <u>FRESNO-MADERA FARM CREDIT</u></p> <p>Internal Address: <u>P. O. Box 13069</u></p> <p>Street Address: <u>4635 W. Spruce</u></p> <p>City: <u>Fresno</u></p> <p>State: <u>California</u>                      Zip: <u>93794</u></p> <p>Phone Number: <u>(559) 277-7000</u></p> <p>Docket Number: _____</p> <p>Email Address: <u>676legalgroup@fmmfarmcredit.com</u></p>	<p><b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">4</span></p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b>    \$ <u>115.00</u></p> <p><input type="checkbox"/> Authorized to be charged to deposit account  <input checked="" type="checkbox"/> Enclosed</p> <p><b>8. Payment Information:</b></p> <p>Deposit Account Number _____</p> <p>Authorized User Name _____</p>
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**9. Signature** David Pitman                      9/24/15

Signature                      Date

David Pitman                      \_\_\_\_\_

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

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Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

02 FC:0522                      40.00 OP                      75.00 OP

ATTACHMENT TO RECORDATION FORM COVER SHEET—TRADEMARK ONLY

CONTINUATION OF ITEM 1

Additional Name of Conveying Parties:

PITMAN FARMS, INC.  
1075 North Avenue  
Sanger, CA 93657

ATTACHMENT TO RECORDATION FORM COVER SHEET—TRADEMARK ONLY

CONTINUATION OF ITEM 2

Additional Name of Receiving Parties:

FRESNO-MADERA FEDERAL LAND BANK ASSOCIATION, FCLA  
4635 W. Spurce  
Fresno, CA 93722

**ATTACHMENT TO RECORDATION FORM COVER SHEET—TRADEMARK ONLY  
CONTINUATION OF ITEM 4**

**ITEM 4B:**

Additional Trademark Registration No.(s):

1. 4662269
2. 4665956
3. 4670054

**ITEM 4C:**

Identification/Description Of Trademark(S)

<b>Registered Owner</b>	<b>Word Mark</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Registration Date</b>
Pitman Farms, Inc. (California Corporation)	MARY'S M FREE RANGE	77958599	3899177	1/4/11
Pitman Family Farms (California Corporation)	MARY'S FREE RANGE M	86181984	4662269	12/30/14
Pitman Family Farms (California Corporation)	MARY'S FREE RANGE M	86150219	4665956	1/6/15
Pitman Family Farms (California Corporation)	MARY'S	86181977	4670054	1/13/15

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("**Trademark Security Agreement**"), dated as of September 2<sup>nd</sup> 2015, is made by PITMAN FAMILY FARMS fka SUGAR PINE TURKEY FARMS, INC., a California corporation and PITMAN FARMS aka PITMAN FARMS, INC., a California Corporation (the "**Grantor**") in favor of Fresno-Madera Production Credit Association, a corporation existing and operating under the Farm Credit Act of 1971 ("**FMPCA**"), and Fresno-Madera Federal Land Bank Association, FLCA ("**FMFLCA**" and together with FMPCA, "**Lender**"), a corporation existing and operating under the Farm Credit Act of 1971.

WHEREAS, the Borrower has entered into a Loan Agreement dated as of August 12, 2015 with FMPCA and has into a Loan Agreement dated as of August 12, 2015 with FMFLCA (collectively, the "**Loan Agreements**").

WHEREAS, as a condition precedent to the making of loans by the Lender under the respective Loan Agreements, Grantor has executed and delivered to FMPCA a certain Security Agreements dated as of August 12, 2015 and has executed and delivered to FMFLCA a certain Security Agreements dated as of August 12, 2015 (collectively, the "**Security Agreements**").

WHEREAS, under the terms of the Security Agreements, Grantor has granted to Lender, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with Lender as follows:

1. Grant of Security. Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title and interest of such Grantor in, to and under the following (the "**Trademark Collateral**"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "**Trademark**"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, rights to payment, accounts, payment intangibles, deposits, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by Lender.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreements, which are hereby incorporated by reference. The provisions of the Security Agreements shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Trademark Collateral are as provided by the Loan Agreements, the Security Agreements and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies. All other terms, conditions, covenants, and promises contained in the Loan Agreements and the Security Agreements supplement the terms of this Trademark Security Agreement.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

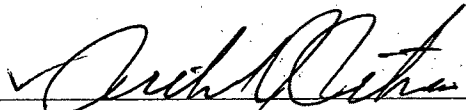
6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions

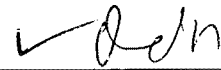
contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of CALIFORNIA, without giving effect to any choice or conflict of law provision or rule (whether of the State of CALIFORNIA or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

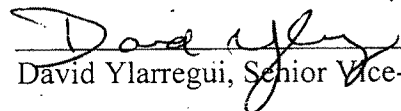
PITMAN FARMS aka PITMAN FARMS, INC.,  
a California Corporation and  
PITMAN FAMILY FARMS fka SUGAR PINE TURKEY FARMS, INC.,  
a California Corporation:

By:   
Richard J. Pitman aka Richard John Pitman  
aka Richard Pitman, as their respective President

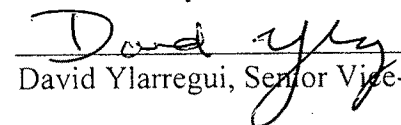
By:   
David Pitman aka David Benjamin Pitman aka  
David B. Pitman, as their respective Secretary

AGREED TO AND ACCEPTED:

FRESNO-MADERA PRODUCTION CREDIT ASSOCIATION

By:   
David Ylarregui, Senior Vice-President

FRESNO-MADERA FEDERAL LAND BANK ASSOCIATION, FLCA

By:   
David Ylarregui, Senior Vice-President



**SCHEDULE 1**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Registered Owner</b>	<b>Word Mark</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Registration Date</b>
Pitman Farms, Inc. (California Corporation)	MARY'S M FREE RANGE	77958599	3899177	1/4/11
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