

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM360680

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clemens Food Group, LLC		10/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
Country View Family Farms, LLC		10/30/2015	LIMITED LIABILITY COMPANY: PENNSYLVANIA
CFC Logistics, LLC		10/30/2015	LIMITED LIABILITY COMPANY: PENNSYLVANIA
PV Transport, Inc.		10/30/2015	CORPORATION: PENNSYLVANIA
HQM, Ltd.		10/30/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Collateral Agent		
Street Address:	245 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	New York State Licensed Branch of a Dutch Banking Cooperative: NETHERLANDS		
PROPERTY NUMBERS Total: 49			
Property Type	Number	Word Mark	
Serial Number:	75025447	BUTCHER WAGON	
Serial Number:	77796181	BUTCHER WAGON FRESH BUTCHER	
Serial Number:	85303131	HATFIELD CHEF CHOICE	
Serial Number:	85303129	HATFIELD CHEF MASTER	
Serial Number:	73346946	CHEF PLEASER	
Serial Number:	85303130	HATFIELD CHEF SIGNATURE	
Serial Number:	75097204	CHESAPEAKE VALLEY FARMS	
Serial Number:	75097206	CHESAPEAKE VALLEY FARMS	
Serial Number:	86245375	C CLEMENTÉ SABOR LATINO	
Serial Number:	77880529	COUNTRY WAGON	
Serial Number:	78507077	DELI CHOICE	

CH \$1240.00 75025447

Property Type	Number	Word Mark
Serial Number:	77790656	D'ROUCO FOODS
Serial Number:	86236745	FARM PROMISE
Serial Number:	86180483	FREE TO ROAM
Serial Number:	77481991	FAMILY CLASSICS
Serial Number:	74700440	HATFIELD
Serial Number:	75639013	HATFIELD, A FAMILY TRADITION OF QUALITY
Serial Number:	77362331	HATFIELD HATFIELD
Serial Number:	72271706	HATFIELD
Serial Number:	75656770	HATFIELD
Serial Number:	85621349	HATFIELD QUALITY MEATS
Serial Number:	77790564	MEXIDOG
Serial Number:	85932356	NICK'S FINE SPECIALTY SAUSAGE EST. 1977
Serial Number:	74704995	NICK'S
Serial Number:	74704994	NICK'S
Serial Number:	74603252	OLDE PHILADELPHIA
Serial Number:	74588030	PHILLY'S FAVORITE
Serial Number:	77141465	PREMIUM RESERVE
Serial Number:	85807350	PREMIUM RESERVE PORK
Serial Number:	85807352	PREMIUM R RESERVE PORK
Serial Number:	74188254	PRIMA PORTA
Serial Number:	85304516	PRIMA PORTA AUTHENTIC ITALIAN BY FERRANT
Serial Number:	85304512	PRIMA PORTA AUTHENTIC ITALIAN BY FERRANT
Serial Number:	77481988	QUICK RIBS
Serial Number:	86207353	RECIPE ESSENTIALS
Serial Number:	77376408	SINCE 1895 RED'S LEGENDARY HATFIELD
Serial Number:	76631169	RIBEEZ
Serial Number:	76053299	SIMPLY TENDER
Serial Number:	85910392	SOURCE ASSURED
Serial Number:	78678825	THE PORK EXPERTS
Serial Number:	85311680	CLEMENS FOODGROUP
Serial Number:	85311698	CLEMENS FOODGROUP
Serial Number:	85551666	THE LEADER IN CUSTOMER SOLUTIONS
Serial Number:	85311701	THE LEADER IN PORK SOLUTIONS
Serial Number:	85311705	THE LEADER IN PORK SOLUTIONS
Serial Number:	76451810	CFC LOGISTICS
Serial Number:	78604207	COUNTRY VIEW FAMILY FARMS
Serial Number:	78604197	TRUSTED PRODUCER OF WHOLESOME PORK
Serial Number:	78773928	PV TRANSPORT

CORRESPONDENCE DATA**Fax Number:** 6785532602*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** (678) 553-2601**Email:** jimmarl@gtlaw.com**Correspondent Name:** LaShana C. Jimmar, Paralegal**Address Line 1:** Greenberg Traurig, LLP**Address Line 2:** 3333 Piedmont Road, NE, Suite 2500**Address Line 4:** Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER:	123235.014600
NAME OF SUBMITTER:	LaShana C. Jimmar
SIGNATURE:	/LaShana C. Jimmar/
DATE SIGNED:	10/30/2015

Total Attachments: 35

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

WHEREAS, CFC LOGISTICS, LLC, a Pennsylvania limited liability company, CLEMENS FOOD GROUP, LLC, a Delaware limited liability company, COUNTRY VIEW FAMILY FARMS, LLC, a Pennsylvania limited liability company, HQM, LTD., a Delaware corporation, and PV TRANSPORT, INC., a Pennsylvania corporation, (each a "**Grantor**" and collectively, the "**Grantors**"), own the Trademark (as defined in the Security Agreement, as defined below) registrations listed on Schedule 1 annexed hereto; and

WHEREAS, the Borrowers, the Subsidiary Guarantors named therein, the other credit parties named therein and COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH, as collateral agent for itself and certain other parties (in its capacity as agent, together with its successors in such capacity, the "**Collateral Agent**") are parties to that certain Security Agreement dated as of September 23, 2011 (as amended and otherwise modified prior to the date hereof, and as in effect on the date hereof, the "**Existing Security Agreement**"); and

WHEREAS, pursuant to the terms of the Existing Security Agreement, each Grantor has granted to Secured Party a security interest in substantially all the assets of such Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Existing Security Agreement), and Trademark Licenses (as defined in the Existing Security Agreement), and all products and proceeds thereof, to secure the payment of its Obligations (as defined in the Existing Security Agreement); and

WHEREAS, the Existing Security Agreement was issued in connection with that certain Credit Agreement dated as of September 23, 2011 by and among Borrowers, the Subsidiary Guarantors named therein, the other credit parties named therein, the Lenders (as defined therein) from time to time party thereto and COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH, in its capacity as administrative agent thereunder (as amended and otherwise modified prior to the date hereof, and as in effect on the date hereof, the "**Existing Credit Agreement**"); and

WHEREAS, Grantors executed that certain Trademark Security Agreement dated September 23, 2011 (as amended and otherwise modified prior to the date hereof, and as in effect on the date hereof, the "**Existing Trademark Security Agreement**") pursuant to the terms of the Existing Security Agreement; and

WHEREAS, the Borrowers have requested that the Lenders renew and extend additional credit to the Borrowers, under the guarantee of the Subsidiary Guarantors, to refinance, extend and amend certain existing indebtedness of the Borrowers including indebtedness under the Existing Credit Agreement; and

WHEREAS, in connection with the renewal of the Existing Credit Agreement, the Borrowers, the Subsidiary Guarantors and the other parties thereto from time to time have agreed to amend and restate the Existing Credit Agreement pursuant to the terms of that certain Amended and Restated Credit Agreement dated of even date herewith (such agreement, as it may be amended or otherwise modified from time to time, herein the "**Credit Agreement**"); and

WHEREAS, in connection with the Credit Agreement, the Borrowers, the Subsidiary Guarantors and the Collateral Agent have also agreed to amend and restate the Existing Security Agreement in its entirety; and

WHEREAS, Grantor, Collateral Agent, and such other parties have entered that certain Amended and Restated Security Agreement dated as of October 30, 2015 (as same may be amended and in effect from time to time, the “**Security Agreement**”); and

WHEREAS, pursuant to the terms of the Security Agreement, each Grantor has granted to Collateral Agent a security interest in substantially all the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by such Grantor’s Trademarks, and all proceeds thereof, to secure the payment of all Obligations (as such term is defined in the Security Agreement); and

WHEREAS, in connection with the Credit Agreement, each Grantor and the Collateral Agent have also agreed to amend and restate the Existing Trademark Security Agreement in its entirety as, and in accordance therewith, the Existing Trademark Security Agreement is hereby amended and restated with and subject to the terms and conditions, set forth in this Amended and Restated Trademark Security Agreement (this “**Trademark Security Agreement**”); and

WHEREAS, this Trademark Security Agreement is executed pursuant to the terms of the Security Agreement; and

WHEREAS, each Grantor and the Collateral Agent intend that (a) the provisions of the Existing Trademark Security Agreement be hereby superseded and replaced by the provisions hereof, and (b) and any security interests granted to the Collateral Agent under the Existing Trademark Security Agreement shall be continued in accordance with the terms of this Trademark Security Agreement, and by entering into and performing their respective obligations hereunder, this transaction shall not constitute a novation;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby pledge and assign to the Collateral Agent and grant to Collateral Agent a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter arising or acquired (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”):

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License and all of the goodwill of the business

connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

1. Security for Obligations. The security interests granted hereby are being granted in conjunction with the security interests granted to Collateral Agent pursuant to the Security Agreement. This Trademark Security Agreement and the security interests created hereby secure the payment and performance of all the Obligations (as defined in the Security Agreement), whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of any Debtor Relief Law. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

2. Authorization to Supplement. If any Grantor shall obtain rights to any new trademarks or ownership of any new U.S. applications for registration of and registered trademarks (other than any intent-to-use trademark application constituting Excluded Property) included in the Trademark Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Collateral Agent within such time limit set forth in the Credit Agreement or the Security Agreement with respect to any such new trademarks for which such Grantor files an application for registration with the U.S. Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 2, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new trademark rights registered or applied for trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any way affect, invalidate, or detract from Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1.

3. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such

enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

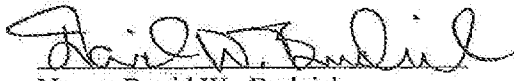
4. Governing Law. This Trademark Security Agreement shall be governed by, construed and interpreted in accordance with, the laws of the State of New York applicable to contracts made and to be performed within the State of New York, without reference to the conflicts of law principles thereof. This governing law election has been made by the parties in reliance (at least in part) on Section 5-1401 of the General Obligations Law of the State of New York, as amended (as and to the extent applicable), and other applicable law.

5. Defined Terms. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement (as defined in the Security Agreement).

[Signatures on following page]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of October 30, 2015.

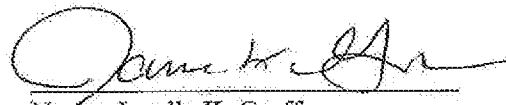
CLEMENS FOOD GROUP, LLC

By: 
Name: David W. Budnick
Title: Chief Financial Officer and Treasurer

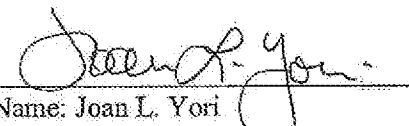
**CFC LOGISTICS, LLC
PV TRANSPORT, INC.**

By: 
Name: Kevin D. Kratz
Title: Treasurer

COUNTRY VIEW FAMILY FARMS, LLC

By: 
Name: Janelle K. Groff
Title: Treasurer

HQM, LTD.

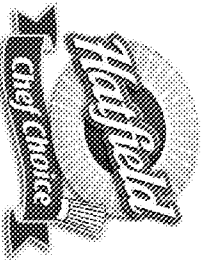
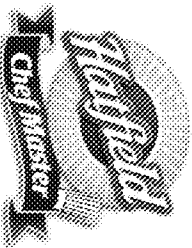
By: 
Name: Joan L. Yori
Title: President and Secretary

Schedule 1
to
Trademark Security Agreement

I. Trademark Registrations

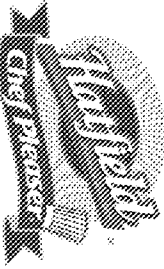
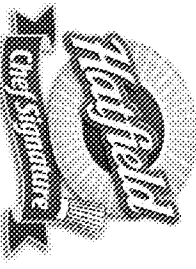

HQM, Ltd.

Mark	Country/ State	Registration No./ Registration Date	Serial No./ Filing Date	Status 8&15: Continued Use/Incontestability 8&9: Continued Use/ 10 yr Renewal	Goods/Services	Current Owner
BUTCHER WAGON®	USA	2,031,924 1/21/97	75/025,447 11/29/95	8&15 Done; 8&9 due: 1/21/17	Class 29: meat	HQM, Ltd.
BUTCHER WAGON & Design® 	USA	3,887,430 12/07/10	77/796,181 08/04/09	8&15 due 12/7/16; 8&9 due 12/7/20	Class 29: meats	HQM, Ltd.

Mark	Country/ State	Registration No./ Registration Date	Serial No./ Filing Date	Status 8&15: Continued Use/Incontestability 8&9: Continued Use/ 10 yr Renewal	Goods/Services	Current Owner
 CHEF CHOICE & Hatfield Design®	USA	4,210,965 09/18/2012	85/303,131 04/24/2011	8&15 09/18 2018 8&9 due: 09/18/2022	Class 29: pork meat	HQM, Ltd.
 CHEF MASTER & Hatfield Design®	USA	4,199,478 08/28/2012	85/303,129 04/24/2011	8&15 08/28 2018 8&9 due: 08/28/2022	Class 29: pork meat	HQM, Ltd.


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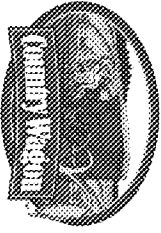

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Mark	Country/ State	Registration No./ Registration Date	Serial No./ Filing Date	Status 8&15: Continued Use/Incontestability 8&9: Continued Use/ 10 yr Renewal	Goods/Services	Current Owner
	USA	1,250,561 9/6/83	73/346,946 1/25/82	8&9 due: 9/6/2023	Class 29: pork meat	HQM, Ltd.
	USA	4,199,479 08/28/2012	85/303,130 04/24/2011	8&15 08/28 2018 8&9 due: 08/28/2022	Class 29: pork meat	HQM, Ltd.
	USA	2,090,817 8/26/97	75/097,204 5/01/96	8&15 Done; 8&9 due: 8/26/17	Class 29: processed foods, namely, processed meats, vegetable salads, meat salads, fish salads, fruit salads, soups, stews and fresh meat	HQM, Ltd.

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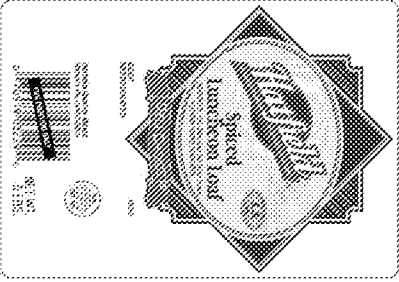

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Mark	Country/ State	Registration No./ Registration Date	Serial No./ Filing Date	Status 8&15: Continued Use/Incontestability 8&9: Continued Use/ 10 yr Renewal	Goods/Services	Current Owner
CHESAPEAKE VALLEY FARMS®	USA	2,066,927 6/03/97	75/097,206 5/01/96	8&15 Done; 8&9 due: 6/03/17	Class 29: processed foods, namely, processed meats, vegetable salads, meat salads, fish salads, fruit salads, soups, stews and fresh meat	HQM, Ltd.
CLEMENTÉ SABOR LATINO & Design ®	USA	4,605,611 9/16/14	86/245,375 4/8/14	8&15 due 09/16/20; 8&9 due 09/16/24	Class 29: pork	HQM, Ltd.
						

Mark	Country/ State	Registration No./ Registration Date	Serial No./ Filing Date	Status 8&15: Continued Use/Incontestability 8&9: Continued Use/ 10 yr Renewal	Goods/Services	Current Owner
 COUNTRY WAGON & Design®	USA	3,912,185 01/25/11	77/880,529 11/25/09	8&15 due 01/25/17; 8&9 due 01/25/21	Class 29: meats, namely, pork products	HQM, Ltd.
 HATFIELD COUNTRY WAGON FAMILY FARMS & Design®	Japan	4,527,255 12/07/01	28828/1998 4/06/98	Renewal due between 6/08/21 and 12/07/21	Class 29: fresh meats; bone-in and boneless pork products; smoked meat products; bacon, sausage; seasoned pork; other meat products	HQM, Ltd.


TRADEMARK


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Mark	Country/ State	Registration No./ Registration Date	Serial No./ Filing Date	Status 8&15: Continued Use/Incontestability 8&9: Continued Use/ 10 yr Renewal	Goods/Services	Current Owner
	USA	3,095,067 5/23/06	78/507077 10/27/04	8&15 Due: 5/23/26 8&9 Due: 5/23/26	Class 29: meat products, namely, luncheon meat; cheese; packaged meals consisting primarily of meats and cheeses	HQM, Ltd.
	USA	Unregistered	77/790,656 7/27/09			HQM, Ltd.

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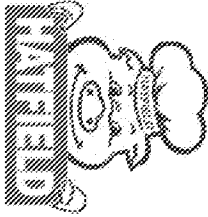
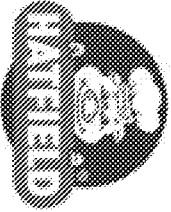

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Mark	Country/ State	Registration No./ Registration Date	Serial No./ Filing Date	Status 8&15: Continued Use/Incontestability 8&9: Continued Use/ 10 yr Renewal	Goods/Services	Current Owner
FARM PROMISE Stylized & Design® 	USA	4,676,668 1/20/2015	86/236,745 3/31/14	8&15 Due: 1/20/21 8&9 Due: 1/20/25	Int. Class 029: Pork	HQM, Ltd.
FREE TO ROAM®	USA	4,657,941 12/16/2014	86/180,483 01/30/14	8&15 Due: 12/16/20 8&9 Due: 12/16/24	Int. Class 029: Pork Specialized feeding program and constant supervision ensures sows receive individualized attention and care on a daily basis.	HQM, Ltd.
FAMILY CLASSICS	USA	3,592,864	77/481,991	8&15: Done 8&9 Due: 9/17/2018	Class 29:	HQM, Ltd.
HATFIELD®	USA	2,011,644 10/29/96	74/700,440 7/12/95	8&15 Done; 8&9 Due: 10/29/16	Class 29: meats	HQM, Ltd.

Mark	Country/ State	Registration No./ Registration Date	Serial No./ Filing Date	Status 8&15: Continued Use/Incontestability 8&9: Continued Use/ 10 yr Renewal	Goods/Services	Current Owner
HATFIELD®	Japan	450,4821 9/07/01	13300/1999 2/17/99	Registered; Renewal due between 3/08/21 and 9/07/21	Class 29: meats and meat products	HQM Ltd.
 HATFIELD, A FAMILY TRADITION OF QUALITY SINCE 1895 & Design®	USA	2,381,877 8/29/00	75/639,013 2/11/99	8&15 Done 8&9 Due: 8/29/19	Class 29: meats, namely, pork products	HQM, Ltd.


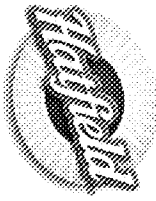
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Mark	Country/ State	Registration No./ Registration Date	Serial No./ Filing Date	Status 8&15: Continued Use/Incontestability 8&9: Continued Use/ 10 yr Renewal	Goods/Services	Current Owner
	USA	3,573,723 02/10/2009	77/362,331 01/02/2008	8&15: 2/10/15 8&9 Due: 2/10/19	Class 21: Beverage ware on 12/17/07	HQM, Ltd.
						
HATFIELD & Smiling Porker Design®	USA	0847696 04/16/1968	72/271706 5/17/67	Next renewal: 04/16/2018	29 Int: meat products, namely lunch roll, spiced luncheon and minced bologna	HQM, Ltd.
						



TRADEMARK

REEL: 005657 FRAME: 0236

Mark	Country/ State	Registration No./ Registration Date	Serial No./ Filing Date	Status 8&15: Continued Use/Incontestability 8&9: Continued Use/ 10 yr Renewal	Goods/Services	Current Owner
 HATFIELD & Sunburst Design®	USA	2,329,126 3/14/00	75/656,770 3/09/99	8&15 Done 8&9 Due: 3/14/20	Class 29: meat and processed meat	HQM, Ltd.
HATFIELD QUALITY MEATS®	USA	4,268,028 01/01/2013	85/621,349 05/10/12	8&15 Due 07/01/17 8&9 Due 1/1/2023	Class 35: Wholesale Distribution in the field of meats Class 29: Pork	HQM, Ltd
HATFIELD & Sunburst Design® 	Japan	4515608 10/19/01	33037/1999 4/14/99	Renewal due between 4/20/21 and 10/19/21	Class 29: meat and meat products	HQM, Ltd.

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REEL: 005657 FRAME: 0237


Mark	Country/ State	Registration No./ Registration Date	Serial No./ Filing Date	Status 8&15: Continued Use/Incontestability 8&9: Continued Use/ 10 yr Renewal	Goods/Services	Current Owner
HATFIELD & Sunburst Design® 	Korea	40-0918735 05/07/2012	40-2011- 0024980 Filed 05/07/2011	Renewal due by 05/07/2022	Class 29: meat and meat products	HQM, Ltd.
HATFIELD®	Korea	40-0918825 05/07/2012	40-2011- 0024979 Filed 05/07/2011	Renewal due by 05/07/2022	Class 29: meat and meat products	HQM, Ltd.
HATFIELD & Sunburst Design in Katakana ®	Japan	4496616 8/03/01	34805/1999 4/19/99	Renewal due between 4/20/21 and 10/19/21	Class 29: meat and meat products	HQM, Ltd.
MEXIDOG & Design® 	USA	3,762,770	77/790564 03/23/10	8&15 : 03/23/16 8&9 Due: 03/23/20	Class 29: chorizo	HQM, Ltd

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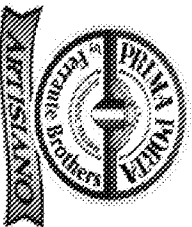
Mark	Country/ State	Registration No./ Registration Date	Serial No./ Filing Date	Status 8&15: Continued Use/Incontestability 8&9: Continued Use/ 10 yr Renewal	Goods/Services	Current Owner
NICK'S FINE SPECIALTY SAUSAGE EST. 1977 & Design® 	USA		85/932,356 05/15/2013	8&15 : 8&9 Due: 11/19/15	Class 029: Pork	HQM, Ltd
NICK'S®	USA	1,976,857 05/28/96	74/704,995 07/24/95	8&9 Due: 06/28/16	Class 42: retail supermarket services including carry out food services	HQM, Ltd

Mark	Country/ State	Registration No./ Registration Date	Serial No./ Filing Date	Status 8&15: Continued Use/Incontestability 8&9: Continued Use/ 10 yr Renewal	Goods/Services	Current Owner
NICK'S®	USA	2,009,799 10/22/96	74/704,994 07/24/95	8&9 Due: 10/22/16	Class 29: Meatballs, spiral sliced hams, Bavarian hams, hot dogs, scrapple, Italian sausage and canned tomatoes;	HQM, Ltd
OLDE PHILADELPHIA®	USA	1,952,777 1/30/96	74/603,252 11/09/94	8&15 Done; 8&9 Due: 1/30/26	Class 29: meat	HQM, Ltd.
					Class 30: Lasagna, frozen Italian pasta, spaghetti and pizza sauces, barbecue sauce, cocktail sauce, steak sauce, porchetta seasoning, all purpose seasoning and crab and seafood seasoning.	

Mark	Country/ State	Registration No./ Registration Date	Serial No./ Filing Date	Status 8&15: Continued Use/Incontestability 8&9: Continued Use/ 10 yr Renewal	Goods/Services	Current Owner
PHILLY'S FAVORITE®	USA	2,011,208 10/22/96	74/588,030 10/20/94	8&15 Done; 8&9 Due: 10/22/16	Class 29: manufactured and processed meat	HQM, Ltd.
PREMIUM RESERVE®	USA	3,402,754 03/25/08	77/141,465 03/27/07	8&15 Done; 8&9 Due: 03/25/18	Class 29Pork	HQM, Ltd.
PREMIUM RESERVE PORK®	USA	4,376,284 7/30/13	85/807,350 Filed 12/20/2012 (Cancelled 85/616,956 05/04/12)	8&15 7/30/19 8&9 Due: 7/30/23	Class 29Pork	HQM, Ltd.
PREMIUM RESERVE PORK & Design®	USA	4,376,285 7/30/13	85/807,352 Filed 12/20/2012 (Cancelled 85/616,974 05/04/12)	8&15 7/30/19 8&9 Due: 7/30/23	Class 29Pork	HQM, Ltd.
PREMIUM RESERVE 						

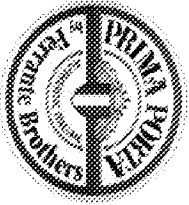

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Mark	Country/ State	Registration No./ Registration Date	Serial No./ Filing Date	Status 8&15: Continued Use/Incontestability 8&9: Continued Use/ 10 yr Renewal	Goods/Services	Current Owner
 PRIMA PORTA®	USA	1,710,223 8/25/92	74/188,254 7/25/91	8&15 Done; 8&9 Due: 8/25/21	Class 29: processed meats, namely, sausages	HQM, Ltd.
 PRIMA PORTA AUTHENTIC ITALIAN BY FERRANTE BROTHERS ARTISIANO & Design®	USA	4,191,618 08/14/2012	85/304,516 04/26/2011	8&15: 08/14/18 8&9 Due: 08/14/22	Class # 29: For Meat: Sausages	HQM, Ltd


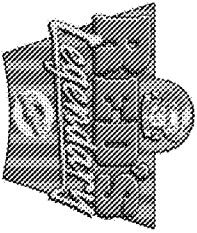
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Mark	Country/ State	Registration No./ Registration Date	Serial No./ Filing Date	Status 8&15: Continued Use/Incontestability 8&9: Continued Use/ 10 yr Renewal	Goods/Services	Current Owner
 <p>PRIMA PORTA AUTHENTIC ITALIAN BY FERRANTE BROTHERS & Design®</p>	USA	4,129,784 4/17/12	85/304,512 04/26/2011	8&15: 04/17/18 8&9 Due: 04/17/22	Class 29 for Meat: Sausages	HQM, Ltd
<p>QUICK RIBS®</p> 	USA	3,768,293 3/30/10	77/481,988 5/23/08	8&15: 3/30/16 8&9 Due: 3/30/20	Class 29: pork spare ribs	HQM, Ltd


TRADEMARK

REEL: 005657 FRAME: 0243

Mark	Country/ State	Registration No./ Registration Date	Serial No./ Filing Date	Status 8&15: Continued Use/Incontestability 8&9: Continued Use/ 10 yr Renewal	Goods/Services	Current Owner
 RECIPE ESSENTIALS & Design®	USA	4,687,250 2/17/15	86/207,353 2/28/14	8&15 Due: 2/17/21 8&9 Due: 2/17/25	Class 029: Pork	HQM, Ltd.
 SINCE 1895 RED'S LEGENDARY HATFIELD & Design®	USA	3,613,432 04/28/09	77/376,408 01/21/08	8&15 Due: Done 8&9 Due: 04/28/19	Int. Class 29, processed meats	HQM, Ltd.

TRADEMARK

REEL: 005657 FRAME: 0244

Mark	Country/ State	Registration No./ Registration Date	Serial No./ Filing Date	Status 8&15: Continued Use/Incontestability 8&9: Continued Use/ 10 yr Renewal	Goods/Services	Current Owner
RIBEEZ®	USA	3,216,750 03/13/07	76/631,169 2/11/05	8&15 Due: Done 8&9 Due: 03/13/17	Int. Class 29: For Pork Products, namely, frozen appetizers consisting of Pork	HQM, Ltd.
SIMPLY TENDER®	USA	2,663,978 12/17/02	76/053,299 5/22/00	8&15 Due: Done 8&9 Due: 12/17/22	Class 29: meat	HQM, Ltd.
						
SOURCE ASSURED®	USA	4,675,993 1/20/15	85/910,392 04/22/2013	8&15 Due: 1/20/21 8&9 Due: 1/20/25	Int. Class 029: Pork	HQM, Ltd.

TRADEMARK

REEL: 005657 FRAME: 0245

Mark	Country/ State	Registration No./ Registration Date	Serial No./ Filing Date	Status 8&15: Continued Use/Incontestability 8&9: Continued Use/ 10 yr Renewal	Goods/Services	Current Owner
THE PORK EXPERTS®	USA	3,161,130 10/17/06	78/678,825 7/26/05	8&15 Due: Done 8&9 Due: 10/17/16	Int. CI 41 training services, namely, conducting workshops and seminars in the fields of meat production, meat packaging and meat marketing	HQM, Ltd.

CLEMENS FOOD GROUP, LLC.

Mark	Country/ State	Registration No./ Registration Date	Serial No./ Filing Date	Status 8&15: Continued Use/Incontestability 8&9: Continued Use/ 10 yr Renewal	Goods/Services	Current Owner
CLEMENS FOOD GROUP®	USA	4,116,439 03/20/2012	85/311,680 05/04/2011	8&15 Due: 03/20/18 8&9 Due: 03/20/22	<u>Class 35</u> : logistics management services	Clemens Food Group, LLC
SERVICE MARK		4,036,598 10/04/11	85/311,698 05/04/2011	8&15 Due: 10/04/17 8&9 Due: 10/04/21	<u>Class 40</u> Food processing services	
Supplemental Register					<u>Class 44</u> Hog farms	


TRADEMARK

REEL: 005657 FRAME: 0247

Mark	Country/ State	Registration No./ Registration Date	Serial No./ Filing Date	Status 8&15: Continued Use/Incontestability 8&9: Continued Use/ 10 yr Renewal	Goods/Services	Current Owner
THE LEADER IN CUSTOMER SOLUTIONS®	USA	4,217,487 10/02/2012	85/551,666 02/24/12	8&15 Due: 10/02/18 8&9 Due: 10/00/22	<u>Class 35: Wholesale Food Distributorships Services</u> <hr/> <u>Class 35: Advertising & Business, For</u> Logistics management services for others, namely, arranging the transportation of food products for others <u>Class 40 Material Treatment, for food processing</u> <u>Class 44 Medical, Beauty and</u> <u>Agricultural Services,</u> For Hog farms	Clemens Food Group, LLC

Mark	Country/ State	Registration No./ Registration Date	Serial No./ Filing Date	Status 8&15: Continued Use/Incontestability 8&9: Continued Use/ 10 yr Renewal	Goods/Services	Current Owner
THE LEADER IN PORK SOLUTIONS®	USA	4,073,827 12/20/2011	85/311,701 05/04/2011 _____ 85/311,705 05/04/2011	8&15 Due: 10/04/17 8&9 Due: 10/04/21 _____ 8&15 Due: 10/04/17 8&9 Due: 10/04/21	<u>Class 35:</u> Wholesale distributorships featuring Foods _____ <u>Class 35: Advertising & Business.</u> For Logistics management services for others, namely, arranging the transportation of food products for others	Clemens Food Group, LLC
SERVICE MARK					<u>Class 40 Material Treatment.</u> for food processing <u>Class 44 Medical, Beauty and Agricultural Services,</u> For Hog farms	

CFC LOGISTICS, LLC.

Mark	Country/ State	Registration No./ Registration Date	Serial No./ Filing Date	Status 8&15: Continued Use/Incontestability 8&9: Continued Use/ 10yr Renewal	Goods/Services	Current Owner
CFC LOGISTICS & DESIGN® SERVICE MARK 	USA	2,769,023 9/30/03	76-451-810 9/23/02	8&15 Due: Done 8&9 Due: Mar. 30, 2023	Class 39: transportation services, namely, freight transportation by truck; storage services, namely, refrigeration storage and warehouse storage; warehouse services, namely, rental of warehouse space	CFC Logistics.

TRADEMARK

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COUNTRY VIEW FAMILY FARMS, LLC.

Mark	Country/ State	Registration No./ Registration Date	Serial No./ Filing Date	Status 8&15: Continued Use/Incontestability 8&9: Continued Use/ 10 yr Renewal	Goods/Services	Current Owner
COUNTRY VIEW FAMILY FARMS® (Service Mark)	USA	3,085,040 04/25/2006	78/604207 4/7/05	Sec 8&15 -- Sec 8&9 Due: 04/25/26	Class 44: hog breeding services; hog farms	CVFF, LLC
TRUSTED PRODUCER OF WHOLE SOME PORK® (Service Mark)	USA	3,073,561 03/28/06	78/604197 4/7/05	Sec 8&15 -- Sec 9 Due: 03/28/26	Class 44: hog breeding services; hog farms	CVFF, LLC

TRADEMARK

REEL: 005657 FRAME: 0251

PV TRANSPORT, INC.

Mark	Country/ State	Registration No./ Registration Date	Serial No./ Filing Date	Status 8&15: Continued Use/Incontestability 8&9: Continued Use/ 10 yr Renewal	Goods/Services	Current Owner
PV TRANSPORT & Design® 	USA	3,243,070 05/15/07	78/773,928 12/15/05	8&15 Due Done on 18 Jun 12 8&9 Due: 05/15/17	The mark consists of a stylized truck. For Freight Transportation Services by Truck (U.S. Cls. 100 and 105)	PV Transport

TRADEMARK

REEL: 005657 FRAME: 0252

II. Trademark License Agreements

HQM, Ltd. Trademark License Agreements

Licensee	Start Date	End Date	Use of Trademark	List of Trademarks
BISC, LLC (Bucksmont Indoor Sports Center)	April 29, 2008	Continues until either party gives 30 days prior written notice. Licensor may terminate this Agreement if Licensee Breaches any terms and fails to cure such breach within 5 business days of the date of such notice.	Licensor grants to Licensee the right to use, in connection with the marketing, distribution and sale of Licensor's line of food products, the below listed trademark for use and display on different marketing and promotional displays and advertisements.	HATFIELD, A FAMILY TRADITION OF QUALITY SINCE 1895 & Design®, 2,381,877 HATFIELD SUNBURST LOGO & Design® 2,329,126
Clemens Food Group, LLC (successor by merger and conversion to Hatfield Quality Meats, Inc.)	January 1, 2006	Initial 1 year term and shall automatically renew for successive 1 year terms unless, either party gives the other party 90 days written notice of its desire to terminate the Agreement	Licensor shall use the Trademarks in connection with the Products, labels, advertisements, and other materials relating to the Products, in such manner so as to protect the validity of the Trademarks.	All Trademarks
Home Plate, LLC d/b/a Team Four Foodservice, LLC	June 1, 2006	Continues until either party gives 30 days prior written notice. Licensor may terminate this Agreement	Licensor grants to Licensee the right to use, in connection with the marketing, distribution and	HATFIELD, A FAMILY TRADITION OF QUALITY SINCE 1895 & Design®,

Columbia, MD		if Licensee Breaches any terms and fails to cure such breach within 5 business days of the date of such notice.	sale of Licensors line of food products, the below listed trademark for use on Licensee's site on Licensee's Items.	2,381,877 HATFIELD SUNBURST LOGO & Design®, 2,329,126
Jones Natural Chews Company, Rockford, IL (Co-Existence Agreement)	March 29, 2007	No termination date. The Agreement must be modified by a written instrument executed by the Parties.	Jones agrees to restrict its use of Trademarks solely to dog treats and it will not use any design or color scheme similar to or likely to be confused with the designs, logos and colors owned or used by HQM, including any wagon design, or designs, logos and colors owned or used in the future by HQM.	BUTCHER WAGON® 2,031,924 BUTCHER WAGON COUNTRY MADE, 2,348,397 COUNTRY WAGON, 2,358,712 HATFIELD COUNTRY BUTCHER, 2,353,467 HATFIELD COUNTRY WAGON NATURAL PORK, 2,370,912
Madd Nellies Racing, Schuylkill Haven, PA	February 11, 2002	Continues until either party gives 30 days prior written notice. Licensors may terminate this Agreement if Licensee Breaches any terms and fails to cure such	Licensors grants to Licensee the right to use, in connection with the marketing, distribution and sale of Licensors line of food products, the below	HATFIELD, A FAMILY TRADITION OF QUALITY SINCE 1895 & Design®, 2,381,877

		breach within 5 business days of the date of such notice.	listed trademark for use and display on Licensee's trucks.	
Market Meats, Inc	February 14, 2005	Continues until either party gives 30 days prior written notice. Licensor may terminate this Agreement if Licensee Breaches any terms and fails to cure such breach within 5 business days of the date of such notice.	Licensor grants to Licensee the right to use, in connection with the marketing, distribution and sale of Licensor's line of food products, the below listed trademark for use and display on Licensee's trucks.	HATFIELD, A FAMILY TRADITION OF QUALITY SINCE 1895 & Design®, 2,381,877
Net-Thing, Inc. Norristown, PA	April 8, 1998	Continues until either party gives 30 days prior written notice. Licensor may terminate this Agreement if Licensee Breaches any terms and fails to cure such breach within 5 business days of the date of such notice.	Licensor grants to Licensee the right to use, in connection with the marketing, distribution and sale of Licensor's line of food products, the below listed trademark for use on Licensee's site on the World Wide Web.	HATFIELD®, 2,011,644 HATFIELD, (Smiling Porker) and Design®, 847,696
Pinellas Wholesale Meats, Inc. St. Petersburg, FL	February 3, 2003	Continues until either party gives 30 days prior written notice. Licensor may terminate this Agreement if Licensee Breaches any terms and fails to cure such breach within 5 business days of the date of such	Licensor grants to Licensee the right to use, in connection with the marketing, distribution and sale of Licensor's line of food products, the below listed trademark for use and display on Licensee's	HATFIELD, A FAMILY TRADITION OF QUALITY SINCE 1895 & Design®, 2,381,877

		notice.	trucks.	
Planet Hoagies, Media PA	April 29, 2005	Continues until either party gives 30 days prior written notice. Licensor may terminate this Agreement if Licensee Breaches any terms and fails to cure such breach within 5 business days of the date of such notice.	Licensor grants to Licensee the right to use, in connection with the marketing, distribution and sale of Licensor's line of food products, the below listed trademark for use on Licensee's site on Licensee's Items.	HATFIELD, A FAMILY TRADITION OF QUALITY SINCE 1895 & Design®, 2,381,877 HATFIELD SUNBURST LOGO & Design®, 2,329,126
PV Transport, Inc. Hatfield, PA	October 26, 2005	Continues until either party gives 30 days prior written notice. Licensor may terminate this Agreement if Licensee Breaches any terms and fails to cure such breach within 5 business days of the date of such notice.	Licensor grants to Licensee the right to use, in connection with the marketing, distribution and sale of Licensor's line of food products, the below listed trademark for use and display on Licensee's trucks.	All Trademarks
Schaeffer Motorsports, Boyertown, PA	February 21, 2002	Continues until either party gives 30 days prior written notice. Licensor may terminate this Agreement if Licensee Breaches any terms and fails to cure such breach within 5 business days of the date of such notice.	Licensor grants to Licensee the right to use, in connection with the marketing, distribution and sale of Licensor's line of food products, the below listed trademark for use and display on Licensee's trucks.	HATFIELD, A FAMILY TRADITION OF QUALITY SINCE 1895 & Design®, 2,381,877

Stanley's Investment Group, Inc. (Stanley's Tavern), Wilmington, DE	January 18, 2000	Continues until either party gives 30 days prior written notice. Licensor may terminate this Agreement if Licensee Breaches any terms and fails to cure such breach within 5 business days of the date of such notice.	Licensor grants to Licensee the right to use, in connection with the marketing, distribution and sale of Licensor's line of food products, the below listed trademark for use on Licensee's site on the World Wide Web.	HATFIELD SUNBURST LOGO & Design®, 2,329,126
The Wood Company Allentown, PA	August 28, 2000	Continues until either party gives 30 days prior written notice. Licensor may terminate this Agreement if Licensee Breaches any terms and fails to cure such breach within 5 business days of the date of such notice.	Licensor grants to Licensee the right to use, in connection with the marketing, distribution and sale of Licensor's line of food products, the below listed trademark for use on Licensee's site on the World Wide Web.	HATFIELD and Design® (Sunburst Logo) 2,329,126

TRADEMARK

REEL: 005657 FRAME: 0257