

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM363307

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hickory Farms, LLC		11/18/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center/DCC		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2135008	CHRISTMAS CELEBRATION	
<b>Registration Number:</b>	3188800	CROWN COMICE	
<b>Registration Number:</b>	1469239		
<b>Registration Number:</b>	3304045	FAMILY GATHERINGS	
<b>Registration Number:</b>	3276980	FIRE GLAZED HAM	
<b>Registration Number:</b>	1413521	HICKORY FARMS	
<b>Registration Number:</b>	4128897	HICKORY FARMS EST. 1951	
<b>Registration Number:</b>	4128891	HICKORY FARMS EST. 1951	
<b>Registration Number:</b>	4125623	HICKORY FARMS EST. 1951	
<b>Registration Number:</b>	2764977	HONEYGOLD	
<b>Registration Number:</b>	1217713	MISSION JACK	
<b>Registration Number:</b>	2178645	NATURE'S FINEST GIFTS	
<b>Serial Number:</b>	72251043	PFAELZER	
<b>Registration Number:</b>	4134557	PFAELZER'S FAMOUS FILETS	
<b>Registration Number:</b>	1050827	ROUNDS O' RYE	
<b>Registration Number:</b>	4091406	THE FAMILY GATHERING GIFT BASKET	
<b>Registration Number:</b>	1412685	THE SQUIRE'S CHOICE	
<b>Serial Number:</b>	86745211	SIMPLY HICKORY FARMS	
<b>TRADEMARK</b>			

OP \$465.00 2135008

**CORRESPONDENCE DATA****Fax Number:** 2158325619*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:** 215-569-5619**Email:** pecsenye@blankrome.com**Correspondent Name:** Timothy D. Pecsénye**Address Line 1:** Blank Rome LLP**Address Line 2:** One Logan Square, 8th Floor**Address Line 4:** Philadelphia, PENNSYLVANIA 19103-6998

<b>ATTORNEY DOCKET NUMBER:</b>	074658-15096
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	11/23/2015

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of this 18th day of November, 2015, by Hickory Farms, LLC, a Delaware limited liability company (the "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders defined below.

WHEREAS, pursuant to that certain Amended and Restated Revolving Credit and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among the Grantor, Canadian Hickory Farms, Ltd., a corporation organized under the laws of the Province of Ontario ("Hickory Canada", together with Grantor and any Person joined thereto from time to time as a borrower, collectively the "Borrowers," and each individually, a "Borrower"), Hickory Farms Holdings, LLC, the lenders from time to time party thereto (the "Lenders") and PNC Bank, National Association, as agent for Lenders ("Agent"), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Credit Agreement, the Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in and Lien on all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "IP Collateral"), with power of sale to the extent permitted by law:

(a) all of the Grantor's copyrights and copyright applications (collectively, "Copyrights") and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule 1 hereto;

(b) all of the Grantor's patents and patent applications (collectively, "Patents"), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on Schedule 1 hereto;

(c) all of the Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "Trademarks") and all of the goodwill of the

business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including without limitation any claim by the Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent or any Trademark.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. The Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: (A) Schedule 1 hereto accurately lists all registered IP Collateral as of the date hereof and (B) other than the Liens granted to Agent hereunder, the Grantor has not granted any Liens on any of its IP Collateral to any other Person.

6. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to Agent with respect to any such new IP Collateral. Without limiting the Grantor's obligations under this Section 6, the Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral of the Grantor identified in such written notice provided by the Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

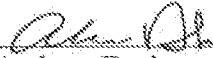
8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” Section, subsection, clause, schedule and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

*[signature page follows]*

Each of the parties has signed this Agreement as of the day and year first above written.

HICKORY FARMS, LLC

By:  .....

Name: Andrew Decker

Title: Chief Financial Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(HICKORY FARMS)]

**TRADEMARK**  
**REEL: 005674 FRAME: 0274**

**PNC BANK NATIONAL ASSOCIATION**

By: 

Name: Jon Westberg

Title: Senior Vice President

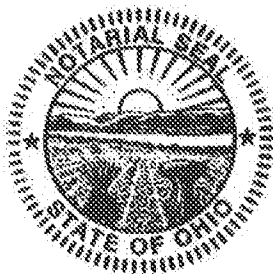
[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(HICKORY FARMS)]

**TRADEMARK**  
**REEL: 005674 FRAME: 0275**


COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF *Ohio* : SS  
COUNTY OF *Lucas* :

On this 17<sup>th</sup> day of November, 2015 before me personally appeared Andrew Decker, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Hickory Farms, LLC, that he signed the within Agreement pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.



CHRISTINA MARIE ZIMMERMAN  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES 07-02-2019

  
Notary Public  
My Commission Expires 7-2-19

[NOTARY PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (HICKORY FARMS)]



SCHEDULE 1  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT



I. Copyrights and Copyright Applications





N/A


II. Patents and Patent Applications

N/A

III. Trademarks and Trademark Applications

IV. Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
AMERICA'S LEADING CHEESE STORES	CA	400655 7/28/1976	TMA226657 3/17/1978	HICKORY FARMS, LLC
CHRISTMAS CELEBRATION	US	75124314 6/20/1996	2135008 2/3/1998	HICKORY FARMS, LLC
CROWN COMICE	US	78635253 5/23/2005	3188800 12/26/2006	HICKORY FARMS, LLC
DESIGN ONLY 	US	73657471 4/27/1987	1469239 12/15/1987	HICKORY FARMS, LLC
FAMILY GATHERINGS 	US	78740481 10/26/2005	3304045 10/2/2007	HICKORY FARMS, LLC
FIRE GLAZED HAM	US	78660693 6/29/2005	3276980 8/7/2007	HICKORY FARMS, LLC

IV. Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
HICKORY FARMS	CA	379238 9/30/1974	TMA215610 8/27/1976	HICKORY FARMS, LLC
HICKORY FARMS	JAPAN	S58-052830 6/8/1983	1889438 9/29/1986	HICKORY FARMS, LLC
HICKORY FARMS	JAPAN	S58-052831 6/8/1983	1951953 5/29/1987	HICKORY FARMS, LLC
HICKORY FARMS	US	73561477 10/14/1985	1413521 10/14/1986	HICKORY FARMS, LLC
HICKORY FARMS CHRISTMAS CELEBRATION SELECT COFFEE	CA	843995 4/30/1997	TMA522164 1/25/2000	HICKORY FARMS, LLC
HICKORY FARMS EST. 1951 	US	85457859 10/27/2011	4128897 4/17/2012	HICKORY FARMS, LLC
HICKORY FARMS EST. 1951 	US	85455427 10/25/2011	4128891 4/17/2012	HICKORY FARMS, LLC
HICKORY FARMS EST. 1951 	US	85440066 10/5/2011	4125623 4/10/2012	HICKORY FARMS, LLC
HICKORY FARMS SMOKEY BAR	CA	1282090 12/6/2005	TMA723057 9/5/2008	HICKORY FARMS, LLC
HONEYGOLD	US	76250013 5/2/2001	2764977 9/16/2003	HICKORY FARMS, LLC
MISSION JACK	US	73303804 4/1/1981	1217713 11/23/1982	HICKORY FARMS, LLC
NATURE'S FINEST GIFTS	US	75357672 9/16/1997	2178645 8/4/1998	HICKORY FARMS, LLC
PFAELZER 	US	72251043 7/26/1966	852841 7/16/1968	HICKORY FARMS, LLC
PFAELZER'S FAMOUS FILETS	US	85389363 8/4/2011	4134557 5/1/2012	HICKORY FARMS, LLC

IV. Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
ROUNDS O' RYE	US	73073350 1/2/1976	1050827 10/19/1976	HICKORY FARMS, LLC
THE FAMILY GATHERING GIFT BASKET	US	77798405 8/6/2009	4091406 1/24/2012	HICKORY FARMS, LLC
THE SQUIRE'S CHOICE 	US	73562725 10/11/1985	1412685 10/7/1986	HICKORY FARMS, LLC
SIMPLY HICKORY FARMS	US	86745211 9/2/2015		HICKORY FARMS, LLC