

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM365490

<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>
Keystone Foods LLC		12/11/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Administrative Agent		
<b>Street Address:</b>	245 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	New York State Licensed Branch of a Dutch Banking Cooperative: NETHERLANDS		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2084795	COOSA VALLEY FOODS	
<b>Registration Number:</b>	1698455	KEY FARMS	
<b>Registration Number:</b>	2788438	KEY FARMS	
<b>Registration Number:</b>	3546398	KEYSTONE FOODS	
<b>Registration Number:</b>	4220398	ENGAGE FOR EXCELLENCE	
<b>Registration Number:</b>	4176806	EXPECT EXCELLENCE	
<b>Registration Number:</b>	4147760	K	
<b>Serial Number:</b>	85592474	KEY FARMS	
<b>Serial Number:</b>	85592469	KEY FARMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6785532602		
<i>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.</i>			
<b>Phone:</b>	(678) 553-2601		
<b>Email:</b>	jimmarl@gtlaw.com		
<b>Correspondent Name:</b>	LaShana C. Jimmar, Paralegal		
<b>Address Line 1:</b>	Greenberg Traurig, LLP		
<b>Address Line 2:</b>	3333 Piedmont Road, NE, Suite 2500		

CH \$240.00 2084795

<b>Address Line 4:</b>	Atlanta, GEORGIA 30305
<b>ATTORNEY DOCKET NUMBER:</b>	123235.011900
<b>NAME OF SUBMITTER:</b>	LaShana C. Jimmar
<b>SIGNATURE:</b>	/LaShana C. Jimmar/
<b>DATE SIGNED:</b>	12/11/2015
<b>Total Attachments: 4</b> source=Rabobank_Keystone - Grant of Trademark Security Interest#page1.tif source=Rabobank_Keystone - Grant of Trademark Security Interest#page2.tif source=Rabobank_Keystone - Grant of Trademark Security Interest#page3.tif source=Rabobank_Keystone - Grant of Trademark Security Interest#page4.tif	

GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, KEYSTONE FOODS LLC, a Delaware limited liability company (the "Grantor"), hereby grants to COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH, as Administrative Agent (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the business with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Amended and Restated Domestic Guarantee and Collateral Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of December 11, 2015 (as amended, restated, supplemented, extended, or otherwise modified from time to time, the "Security Agreement").

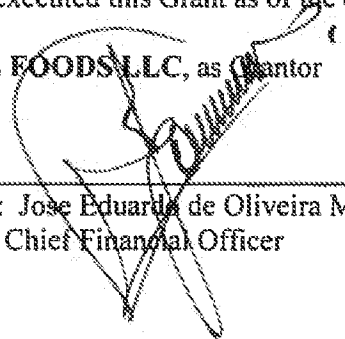
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

**[Remainder of this page intentionally left blank; signature page follows]**

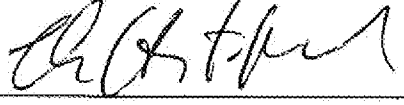
IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

KEYSTONE FOODS LLC, as Grantor

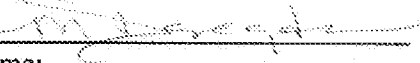
By:

  
Name: Jose Eduardo de Oliveira Miron  
Title: Chief Financial Officer

COÖPERATIEVE CENTRALE RAIFFEISEN-  
BOERENLEENBANK B.A., "RABOBANK  
NEDERLAND", NEW YORK BRANCH, as  
Administrative Agent and Grantee

By: 

Name: Christopher Harbo  
Title: Executive Director

By: 

Name: Michalene Donegan  
Title: Executive Director

SCHEDULE A

UNITED STATES

<u>MARK</u>	<u>REG./APP. NO.</u>	<u>REG./APP. DATE</u>
COOSA VALLEY FOODS	2,084,795	July 29, 1997
KEY FARMS	1,698,455	June 30, 1992
KEY FARMS & DESIGN	2,788,438	December 2, 2003
KEYSTONE FOODS	3,546,398	December 16, 2008
ENGAGE FOR EXCELLENCE	4,220,398	October 9, 2012
EXPECT EXCELLENCE	4,176,806	July 17, 2012
K (and design)	4,147,760	May 22, 2012
KEY FARMS	85/592,474	April 9, 2012
KEY FARMS (and design)	85/592,469	April 9, 2012