

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378156

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Natural American Foods, Inc.		12/01/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Marquette Capital Fund I, LP		
Street Address:	60 SOUTH SIXTH STREET		
Internal Address:	SUITE 3510		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55420		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3907825	GROEB FARMS, INC.	
Registration Number:	3907823	GROEB FARMS INC.	
Registration Number:	1763109	GOURMET JOSE	
CORRESPONDENCE DATA			
Fax Number:	6124927077		
<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>			
Phone:	6124927000		
Email:	ip@fredlaw.com		
Correspondent Name:	Patricia A. Larson, Senior Paralegal		
Address Line 1:	Fredrikson & Byron, P.A.		
Address Line 2:	200 S. Sixth Street, Suite 4000		
Address Line 4:	Minneapolis, MINNESOTA 55402-1425		
NAME OF SUBMITTER:	Patricia A. Larson		
SIGNATURE:	/Patricia A. Larson/		
DATE SIGNED:	03/28/2016		
Total Attachments: 7			
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This Trademark Security Agreement and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Amended and Restated Intercreditor and Subordination Agreement (as amended, supplemented or otherwise modified from time to time, the "Subordination Agreement") dated as of the date hereof among Wells Fargo Bank, National Association ("First Lien Agent"), HC Capital Holdings 0909A, LLC ("Second Lien Agent"), Argosy Investment Partners III, L.P., Horizon Capital Partners III, L.P., and Marquette Capital Fund I, LP, to the indebtedness (including interest) owed by Natural American Foods, Inc. ("NAF") pursuant to that certain Securities Purchase Agreement dated as of December 31, 2013 among Argosy Investment Partners III, L.P., Horizon Capital Partners III, L.P., Marquette Capital Fund I, LP and NAF (the "Purchase Agreement") and the other Subordinated Loan Documents (as defined in the Subordination Agreement), as such Purchase Agreement and other Subordinated Loan Documents have been and hereafter may be amended, supplemented or otherwise modified from time to time and to indebtedness refinancing the indebtedness under those agreements as contemplated by the Subordination Agreement; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 1st day of December, 2015, by and among Grantors listed on the signature pages hereof (collectively, "Grantors" and each individually "Grantor"), and **MARQUETTE CAPITAL FUND I, LP**, a Delaware limited partnership, in its capacity as agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Purchase Agreement dated as of December 31, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Purchase Agreement") by and among Agent, Argosy Investment Partners III, L.P., a Delaware limited partnership ("Argosy"), Horizon Capital Partners III, L.P., a Delaware limited partnership ("Horizon" and together with Agent and Argosy, the "Purchasers") and Natural American Foods, Inc. (the "Company"), the Purchasers have agreed to make certain financial accommodations available to the Company from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Purchasers are willing to make the financial accommodations to Company as provided for in the Purchase Agreement, the other Purchase Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent that certain Amended and Restated Guaranty and Security Agreement, dated as of December 1, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent this Trademark Security 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Purchase Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Subject to the terms and conditions of the Guaranty and Security Agreement, each Grantor hereby grants, collaterally assigns, and pledges to Agent, for the benefit each Purchaser, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following (except to the extent any of the following constitutes Excluded Collateral), whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its U.S. registered Trademarks and applications therefor referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, 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 Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other Purchasers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if

fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks (except any trademark that constitutes Excluded Collateral), the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any new U.S. issued trademark registrations and applications of each Grantor (except any trademark that constitutes Excluded Collateral). Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Purchase Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

8. RELEASE. Upon the consummation of any disposition of Collateral to any third party pursuant to a transaction permitted by the terms of the Purchase Agreement and receipt by Agent of the Net Cash Proceeds thereof to the extent required pursuant to the terms of the Purchase Agreement, the Security Interest granted hereby in such Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting collateral) and Agent shall promptly, at the reasonable request and expense of the applicable Grantor, provide evidence of such termination. Upon the payment in full of the Secured Obligations in accordance with the provisions of the Purchase Agreement, upon Company's request, Agent will promptly, at the sole expense of Grantors, authorize the filing of appropriate termination statements to terminate such Security Interests and will take any further actions

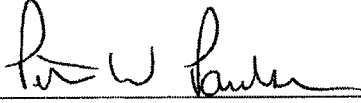
necessary or desirable to evidence or effect such termination of the Security Interests as may be reasonably requested by Grantors to evidence such termination and release.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

NATURAL AMERICAN FOODS, INC.

By: 
Name: Peter Paulsen
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005758 FRAME: 0806

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

NATURAL AMERICAN FOODS, INC.

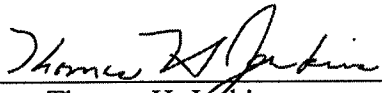
By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

MARQUETTE CAPITAL FUND I, LP

By: Marquette Capital Partners, LLC
its general partner

By: 
Name: Thomas H. Jenkins
Title: Managing Member

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

KE 38773202

TRADEMARK
REEL: 005758 FRAME: 0807

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations/Applications

Mark	Registration No.	Registration Date
Groeb Farms, Inc.	3907825	1/18/11
Groeb Farms Inc.	3907823	1/18/11
Gourmet Jose	1763109	4/6/93

KE 38773202