

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM379642

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rose Acre Farms, Inc.		04/06/2016	Corporation: INDIANA

## RECEIVING PARTY DATA

<b>Name:</b>	Cooperatieve Rabobank U.A., 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

## PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	4738958	CHRISTOPHER
Registration Number:	4174093	CHRISTOPHER ALL NATURAL EGGS
Registration Number:	1644519	COUNTRY DAYBREAK
Registration Number:	2480318	EGG PROTEINS INEDIBLE EGG PRODUCT
Registration Number:	4016657	ENVIRO-CAL
Registration Number:	4016664	EQUA-CAL
Registration Number:	4016658	ENVIRO-CAL
Registration Number:	4016659	EQUA-CAL
Registration Number:	3564083	GOLDEN-PREMIUM
Registration Number:	3357896	GOOD EGG
Registration Number:	2508050	GOODEGG.COM
Registration Number:	3361744	GREAT EGGS
Registration Number:	3227961	
Registration Number:	4330874	RAF
Registration Number:	4330719	RAF SUSTAINABLE FARMING
Registration Number:	4348302	RAF SUSTAINABLE FARMING
Registration Number:	2442071	REPLENISH
Registration Number:	2319590	ROSE ACRE FARM FRESH EGGS SINCE 1939
Registration Number:	1238626	ROSE ACRE FARMS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4721688	ROSE ACRE FARMS FARM FRESH EGGS
Registration Number:	4650039	ROSE ACRE FARMS · FARM FRESH EGGS ·
Registration Number:	4330720	· ROSE ACRE FARMS · SUSTAINABLE AGRICULT
Registration Number:	4682955	ROSE ACRE FARMS · THE GOOD EGG PEOPLE ·
Registration Number:	4650040	ROSE ACRE FARMS · THE GOOD EGG PEOPLE ·
Registration Number:	1237533	THE GOOD EGG PEOPLE
Registration Number:	4223390	THE GREAT EGG PEOPLE
Registration Number:	3309582	VITA-D
Registration Number:	4189782	WHITE RIVER VALLEY
Serial Number:	86585798	THE GOOD EGG COOP

#### 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:	123235.013100
NAME OF SUBMITTER:	LaShana C. Jimmar
SIGNATURE:	/LaShana C. Jimmar/
DATE SIGNED:	04/06/2016

#### Total Attachments: 7

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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) dated as of April 6, 2016, among Grantors listed on the signature pages hereof (collectively, jointly and severally, “*Grantors*” and each individually “*Grantor*”), and COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH (“*Rabobank*”), in its capacity as administrative agent (together with its permitted successors and assigns, “*Administrative Agent*”) for the Secured Parties.

### **WITNESSETH:**

WHEREAS, Rose Acre Farms, Inc., an Indiana corporation, as borrower (“*Borrower*”), the various financial institutions party thereto as a lender (each a “*Lender*”, and collectively, the “*Lenders*”), and Administrative Agent have entered into that certain Third Amended and Restated Credit Agreement dated as of April 6, 2016 (as amended, restated, supplemented, extended, or otherwise modified from time to time, the “*Credit Agreement*”); and

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to Borrower and the other Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Second Amended and Restated Pledge and Security Agreement dated as of April 6, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “*Security Agreement*”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, each Grantor hereby agrees as follows:

1. **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.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby grants, collaterally assigns, and pledges to Administrative Agent, for the ratable benefit of the Secured Parties, a Security Interest in all of such Grantor’s right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “*Trademark Collateral*”):

- (a) all of such Grantor’s Trademarks, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, other than Excluded Swap Obligations with respect to any Grantor, 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 Administrative Agent, the Secured Parties, 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 interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks 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 Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent within such time limit set forth in 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 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I 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 I shall in any way affect, invalidate, or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. 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.

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

GRANTOR:

ROSE ACRE FARMS, INC.

By: 

Name: Marcus Rust

Title: Chief Executive Officer

By: 

Name: Mark Whittington

Title: Secretary

TRADEMARK SECURITY AGREEMENT

S-1

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**ACKNOWLEDGED AND  
AGREED:**

**COÖPERATIEVE RABOBANK U.A., NEW  
YORK BRANCH, as Administrative Agent**

By:   
Name: Naoko Kojima  
Title: Executive Director

By:   
Name: Eric Hurshman  
Title: Managing Director

**SCHEDULE I  
TO TRADEMARK SECURITY AGREEMENT**

**REGISTRATIONS**

Grantor: Rose Acre Farms, Inc.

<b>Trademark</b>	<b>Country</b>	<b>Reg. No. Reg. Date</b>
CHRISTOPHER	United States	4,738,958 05/19/2015
CHRISTOPHER ALL NATURAL EGGS and Design	United States	4,174,093 07/17/2012
COUNTRY DAYBREAK and Design	United States	1,644,519 05/14/1991
EGG PROTEINS INEDIBLE EGG PRODUCT and Design	United States	2,480,318 08/21/2001
ENVIRO-CAL	United States	4,016,657 08/23/2011
ENVIRO-CAL and Design	United States	4,016,658 08/23/2011
EQUAL-CAL	United States	4,016,664 08/23/2011
EQUAL-CAL and Design	United States	4,016,659 08/23/2011
GOLDEN-PREMIUM	United States	3,564,083 01/20/2009
GOOD EGG	United States	3,357,896 12/18/2007
GOODEGG.COM and Design	United States	2,508,050 11/13/2001
GREAT EGGS and Design	United States	3,361,744 01/01/2008
Miscellaneous Design (sunburst)	United States	3,227,961 04/10/2007
RAF and Design (egg and sunburst logo)	United States	4,330,874 05/07/2013
RAF SUSTAINABLE FARMING and Design	United States	4,330,719 05/07/2013

<b>Trademark</b>	<b>Country</b>	<b>Reg. No. Reg. Date</b>
RAF SUSTAINABLE FARMING and Design (egg and sunburst)	United States	4,348,302 06/04/2013
REPLENISH	United States	2,442,071 04/10/2001
ROSE ACRE FARM FRESH EGGS SINCE 1939 and Design	United States	2,319,590 02/15/2000
ROSE ACRE FARMS	United States	1,238,626 05/17/1983
ROSE ACRE FARMS FARM FRESH EGGS and Design (red background, white rooster)	United States	4,721,688 04/14/2015
ROSE ACRE FARMS FARM FRESH EGGS and Design (red background, white rooster)	United States	4,650,039 12/02/2014
ROSE ACRE FARMS SUSTAINABLE AGRICULTURE and Design	United States	4,330,720 05/07/2013
ROSE ACRE FARMS THE GOOD EGG PEOPLE and Design (white background, red rooster)	United States	4,682,955 02/03/2015
ROSE ACRE FARMS THE GOOD EGG PEOPLE and Design (white background, red rooster)	United States	4,650,040 12/02/2014
THE GOOD EGG PEOPLE	United States	1,237,533 05/10/1983
THE GREAT EGG PEOPLE	United States	4,223,390 10/09/2012
VITA-D	United States	3,309,582 10/09/2007
WHITE RIVER VALLEY	United States	4,189,782 08/14/2012



# APPLICATIONS

Grantor: Rose Acre Farms, Inc.

Trademark	Country	Application No.
THE GOOD EGG COOP	United States	86/585,798