

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390531

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heritage Health Food, Inc.		06/21/2016	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	Millennium Bank		
Street Address:	6392 Artesian Circle		
City:	Ooltewah		
State/Country:	TENNESSEE		
Postal Code:	37363		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4947125	KIM'S SIMPLE MEALS	
Registration Number:	4947127	KIM'S SIMPLE MEALS	
Registration Number:	2306295	WORTHINGTON	
Registration Number:	1296620	WORTHINGTON	
Registration Number:	4684820	WORTHINGTON VEGETABLE STEAKS	
Registration Number:	2946170	LEANIES	
Registration Number:	1066347	STAKELETS	
Registration Number:	0820388	PROSAGE	
Registration Number:	0881783	STRIPPLES	
Registration Number:	0946426	FRIPATS	
Registration Number:	4205746	CHIC-KETTS	
Registration Number:	4183437	WHAM	
CORRESPONDENCE DATA			
Fax Number:	4237529622		
<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:	423-209-4103		
Email:	trademarks@bakerdonelson.com		
Correspondent Name:	Micheline Kelly Johnson		
Address Line 1:	633 Chestnut Street, Suite 1900		
TRADEMARK			

OP \$315.00 4947125

Address Line 4: Chattanooga, TENNESSEE 37450

NAME OF SUBMITTER: Micheline Kelly Johnson

SIGNATURE: /micheline kelly johnson/

DATE SIGNED: 07/06/2016

Total Attachments: 42

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Security Agreement") is entered into as of June 21, 2016, between **HERITAGE HEALTH FOOD, INC.**, a Tennessee corporation, with a principal place of business at 6384 Artesian Circle, Ooltewah, TN 37363 ("Grantor"), and **MILLENNIUM BANK**, a banking corporation, with a principal place of business at 6392 Artesian Circle, Ooltewah, TN 37363 ("Lender").

WITNESSETH:

That for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with Lender as follows:

1. Definitions.

(a) Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

(b) In addition, the following terms shall have the following meanings:

"Loan Agreement" means: that certain Term Loan Agreement of even date herewith, between Lender and Grantor, as amended from time to time.

"Obligations" means all of the Obligations as defined in the Loan Agreement, and those obligations now existing or hereafter arising, owing from Grantor to Lender howsoever evidenced, created, incurred or acquired.

"Patent Licenses" means all agreements, whether written or oral, providing for the grant by or to Grantor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, any thereof referred to in **Schedule 1(a)** attached hereto.

"Patents" means (a) all letters patent of the United States or any other country and all reissues and extensions thereof, including, without limitation, any thereof referred to in **Schedule 1(a)** attached hereto; and (b) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any thereof referred to in **Schedule 1(a)** attached hereto.

"Trademark Licenses" means any agreement, written or oral, providing for the grant by or to Grantor of any right to use any Trademark, including, without limitation, any thereof referred to in **Schedule 1(a)** attached hereto.

"Trademarks" means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications

in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, any thereof referred to in **Schedule 1(a)** attached hereto; and (b) all renewals thereof.

2. **Grant of Security Interest in the Collateral.** To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, Grantor hereby grants to Lender a continuing security interest in, and a right to set off against, any and all right, title and interest of Grantor in and to the Worthington Trademark License Agreement dated on or about February 19, 2016 between Grantor and Kellogg North America Company, as amended on or about the date hereof, a copy which is attached hereto and marked Exhibit "A" (the "License Agreement"), and the personal property of Grantor (to the extent not constituting Excluded Property), whether now owned or existing or owned, acquired, or arising hereafter (collectively, the "Collateral") including, without limitation, the following:

- (a) all Patents;
- (b) all Patent Licenses;
- (c) all Trademarks;
- (d) all Trademark Licenses; and
- (e) Proceeds of any and all of the foregoing.

Grantor and Lender hereby acknowledge and agree that the security interest created hereby in the Collateral (i) constitutes continuing collateral security for all of the Obligations, whether now existing or hereafter arising and (ii) is not to be construed as an assignment of any Patents, Patent Licenses, Trademarks or Trademark Licenses.

3. **Representations and Warranties.** Grantor hereby represents and warrants to Lender that until such time as the Obligations are satisfied in full:

(a) Patents and Trademarks.

(i) **Schedule 1(a)** hereto includes all Patents, Patent Licenses, Trademarks and Trademark Licenses owned by Grantor in its own name as of the date hereof.

(ii) To the best of Grantor's knowledge, each Patent and Trademark of Grantor is valid, subsisting, unexpired, enforceable and has not been abandoned.

(iii) Except as set forth in **Schedule 1(a)** hereto, none of such Patents and Trademarks is the subject of any licensing or franchise agreement.

(iv) No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of any Patent or Trademark.

(v) No action or proceeding is pending seeking to limit, cancel or question the validity of any Patent or Trademark, or which, if adversely determined, would have a material adverse effect on the value of any Patent or Trademark.

(vi) All applications pertaining to the Patents and Trademarks of Grantor have been duly and properly filed, and all registrations or letters pertaining to such Patents and Trademarks have been duly and properly filed and issued, and all of such Patents and Trademarks are valid and enforceable.

(vii) Grantor has not made any assignment or agreement in conflict with the security interest in the Patents or Trademarks of Grantor hereunder.

4. Covenants. Grantor covenants that until such time as the Obligations are fully satisfied Grantor shall:

(a) Other Liens. Defend the Collateral against the claims and demands of all other parties claiming an interest therein, keep the Collateral free from all liens.

(b) Filing of Financing Statements, Notices, etc. Grantor hereby authorizes Lender to prepare and file such financing statements (including renewal statements) or amendments thereof or supplements thereto or other instruments as Lender may from time to time deem necessary or appropriate in order to perfect and maintain the security interests granted hereunder in accordance with the UCC. Grantor shall also execute and deliver to Lender such agreements, assignments or instruments (including affidavits, notices, reaffirmations and amendments and restatements of existing documents, as Lender may reasonably request) and do all such other things as Lender may reasonably deem necessary or appropriate (i) to assure to Lender its security interests hereunder, including (A) with regard to Patents, a Notice of Grant of Security Interest in Patents for filing with the United States Patent and Trademark Office in the form of **Schedule 5(a)(i)** attached hereto, and (B) with regard to Trademarks, a Notice of Grant of Security Interest in Trademarks for filing with the United States Patent and Trademark Office in the form of **Schedule 5(a)(ii)** attached hereto; (ii) to consummate the transactions contemplated hereby; and (iii) to otherwise protect and assure Lender of its rights and interests hereunder. To that end, Grantor agrees that Lender may file one or more financing statements disclosing Lender's security interest in any or all of the Collateral of Grantor without, to the extent permitted by law, Grantor's signature thereon, and further Grantor also hereby irrevocably makes, constitutes and appoints Lender, its nominee or any other person whom Lender may designate, as Grantor's attorney in fact with full power and for the limited purpose to sign in the name of Grantor any such financing statements, or amendments and supplements to financing statements, renewal financing statements, notices or any similar documents which in Lender's reasonable discretion would be necessary, appropriate or convenient in order to perfect and maintain perfection of the security interests granted hereunder, such power, being coupled with an interest, being and remaining irrevocable until the Obligations are fully satisfied. Grantor hereby agrees that a carbon, photographic or other reproduction of this Security Agreement or any such financing statement is sufficient for filing as a financing statement by Lender without notice thereof to such Grantor wherever Lender may in its sole discretion desire to file the same. In the event for any reason the law of any jurisdiction other than Tennessee becomes or is applicable to the Collateral of Grantor or any part thereof, or to any of the Obligations, Grantor

agrees to execute and deliver all such instruments and to do all such other things as Lender in its sole discretion reasonably deems necessary or appropriate to preserve, protect and enforce the security interests of Lender under the law of such other jurisdiction (and, if Grantor shall fail to do so promptly upon the request of Lender, then Lender may execute any and all such requested documents on behalf of Grantor pursuant to the power of attorney granted hereinabove). Grantor agrees to mark its books and records to reflect the security interest of Lender in the Collateral.

(c) Covenants Relating to Patents and Trademarks.

(i) (A) Continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (B) maintain as in the past the quality of products and services offered under such Trademark, (C) employ such Trademark with the appropriate notice of registration, (D) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless Lender, shall obtain a perfected security interest in such mark pursuant to this Security Agreement, and (E) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

(ii) Not do any act, or omit to do any act, whereby any Patent may become abandoned or dedicated.

(iii) Notify Lender immediately if it knows, or has reason to know, that any application or registration relating to any Patent or Trademark may become abandoned or dedicated, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal in any country) regarding Grantor's ownership of any Patent or Trademark or its right to register the same or to keep and maintain the same.

(iv) Take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Patents and Trademarks, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(v) Promptly notify Lender after it learns that any Patent or Trademark included in the Collateral is infringed, misappropriated or diluted by a third party and promptly sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution, or take such other actions as it shall reasonably deem appropriate under the circumstances to protect such Patent or Trademark.

(vi) Not make any assignment or agreement in conflict with the security interest in the Patents or Trademarks of Grantor hereunder.

(d) New Patents and Trademarks. Whenever Grantor, either by itself or through an agent, employee, licensee or designee, shall file an application for the registration of any Patent or Trademark with the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof, promptly provide Lender with (i) a listing of all such applications (together with a listing of the issuance of registrations or letters on present applications), which new applications and issued registrations or letters shall be subject to the terms and conditions hereunder; and (ii) (A) with respect to Patents, a duly executed Notice of Security Interest in Patents, (B) with respect to Trademarks, a duly executed Notice of Security Interest in Trademarks, or (C) such other duly executed documents as Lender may request in a form acceptable to counsel for Lender and suitable for recording to evidence the security interest in the Patent or Trademark which is the subject of such new application.

5. Events of Default. The occurrence of an event which under the Loan Agreement would constitute an Event of Default shall be an Event of Default hereunder (an "Event of Default").

6. Remedies. This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

7. Rights of Lender.

(a) Power of Attorney. In addition to other powers of attorney contained herein, each Grantor hereby designates and appoints Lender, and each of its designees or agents, as attorney-in-fact of Grantor, irrevocably and with power of substitution, with authority to take any or all of the following actions upon the occurrence and during the continuance of an Event of Default:

(i) to demand, collect, settle, compromise, adjust, give discharges and releases, all as Lender may reasonably determine;

(ii) to commence and prosecute any actions at any court for the purposes of collecting any Collateral and enforcing any other right in respect thereof;

(iii) to defend, settle or compromise any action brought and, in connection therewith, give such discharge or release as Lender may deem reasonably appropriate;

(iv) receive, open and dispose of mail addressed to Grantor and endorse checks, notes, drafts, acceptances, money orders, bills of lading, warehouse receipts or other instruments or documents evidencing payment, shipment or storage of the goods giving rise to the Collateral of Grantor on behalf of and in the name of Grantor, or securing, or relating to such Collateral;

(v) sell, assign, transfer, make any agreement in respect of, or otherwise deal with or exercise rights in respect of, any Collateral or the goods or services which have given rise thereto, as fully and completely as though Lender were the absolute owner thereof for all purposes;

(vi) adjust and settle claims under any insurance policy relating thereto;

(vii) execute and deliver all assignments, conveyances, statements, financing statements, renewal financing statements, security agreements, affidavits, notices and other agreements, instruments and documents that Lender may determine necessary in order to perfect and maintain the security interests and liens granted in this Security Agreement and in order to fully consummate all of the transactions contemplated therein;

(viii) institute any foreclosure proceedings that Lender may deem appropriate; and

(ix) do and perform all such other acts and things as Lender may reasonably deem to be necessary, proper or convenient in connection with the Collateral.

This power of attorney is a power coupled with an interest and shall be irrevocable until such time as the Obligations are satisfied in full. Lender shall be under no duty to exercise or withhold the exercise of any of the rights, powers, privileges and options expressly or implicitly granted to Lender in this Security Agreement, and shall not be liable for any failure to do so or any delay in doing so. Lender shall not be liable for any act or omission or for any error of judgment or any mistake of fact or law in its individual capacity or its capacity as attorney-in-fact except acts or omissions resulting from its gross negligence or willful misconduct. This power of attorney is conferred on Lender solely to protect, preserve and realize upon its security interest in the Collateral.

(b) Performance by Lender of Obligations. If Grantor fails to perform any agreement or obligation contained herein, Lender itself may perform, or cause performance of, such agreement or obligation, and the expenses of Lender incurred in connection therewith shall be payable by Grantor pursuant to Section 9 hereof.

(c) Assignment by Lender. Lender may from time to time assign the Obligations and any portion thereof and/or the Collateral and any portion thereof, and the assignee shall be entitled to all of the rights and remedies of Lender under this Security Agreement in relation thereto.

8. Application of Proceeds. Upon the occurrence and during the continuance of an Event of Default, any payments in respect of the Obligations and any proceeds of the Collateral, when received by Lender in cash or its equivalent, will be applied in reduction of the Obligations.

9. Costs of Counsel. At all times hereafter, Grantor agree to promptly pay upon demand any and all reasonable costs and expenses of Lender, as required under the Loan Agreement and as necessary to protect the Collateral or to exercise any rights or remedies under this Security Agreement or with respect to any Collateral. All of the foregoing costs and expenses shall constitute Obligations hereunder.

10. Continuing Agreement.

(a) This Security Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until such time as the Obligations are satisfied in full. At such time as the Obligations are satisfied in full, this Security Agreement shall be automatically terminated and Lender shall, upon the request and at the expense of Grantor, forthwith release all of its liens and security interests hereunder and shall execute and deliver all UCC termination statements and/or other documents reasonably requested by Grantors evidencing such termination. Notwithstanding the foregoing all releases and indemnities provided hereunder shall survive termination of this Security Agreement.

(b) This Security Agreement shall continue to be effective or be automatically reinstated, as the case may be, if at any time payment, in whole or in part, of any of the Obligations is rescinded or must otherwise be restored or returned by Lender as a preference, fraudulent conveyance or otherwise under any bankruptcy, insolvency or similar law, all as though such payment had not been made; provided that in the event payment of all or any part of the Obligations is rescinded or must be restored or returned, all reasonable costs and expenses (including without limitation any reasonable legal fees and disbursements) incurred by Lender in defending and enforcing such reinstatement shall be deemed to be included as a part of the Obligations.

11. Successors in Interest. This Security Agreement shall create a continuing security interest in the Collateral and shall be binding upon Grantor, its successors and assigns and shall inure, together with the rights and remedies of Lender hereunder, to the benefit of Lender and its successors and permitted assigns; provided, however, that Grantor may not assign its rights or delegate its duties hereunder without the prior written consent of Lender, as required by the Loan Agreement. To the fullest extent permitted by law, Grantor hereby releases Lender, and its successors and assigns, from any liability for any act or omission relating to this Security Agreement or the Collateral, except for any liability arising from the gross negligence or willful misconduct of Lender, or its officers, employees or agents.

12. Notices. All notices required or permitted to be given under this Security Agreement shall be in conformance with the Loan Agreement.

13. Counterparts. This Security Agreement may be executed in any number of counterparts, each of which where so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Security Agreement to produce or account for more than one such counterpart.

14. Headings. The headings of the sections hereof are provided for convenience only and shall not in any way affect the meaning or construction of any provision of this Security Agreement.

15. Governing Law; Submission to Jurisdiction; Venue; Waiver of Jury Trial. This Security Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and interpreted in accordance with the laws of the State of Tennessee.

16. **Severability.** If any provision of any of the Security Agreement is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

17. **Other Security.** To the extent that any of the Obligations are now or hereafter secured by property other than the Collateral (including, without limitation, real property and securities owned by Grantor), or by a guarantee, endorsement or property of any other Person, then Lender shall have the right to proceed against such other property, guarantee or endorsement upon the occurrence of any Event of Default, and Lender has the right, in its sole discretion, to determine which rights, security, liens, security interests or remedies Lender shall at any time pursue, relinquish, subordinate, modify or take with respect thereto, without in any way modifying or affecting any of them or any of Lender's rights or the Obligations under this Security Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Each of the parties hereto has caused a counterpart of this Patent and Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

HERITAGE HEALTH FOOD, INC.

By: [Signature]
Name: Don Otis, President and Chief Executive Officer

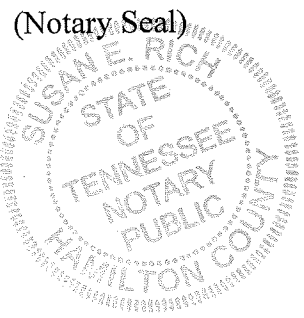
STATE OF TENNESSEE
COUNTY OF HAMILTON

Personally appeared before me, the undersigned a Notary Public in and for said State and County aforesaid, Don Otis, who acknowledged himself to be, the President and Chief Executive Officer of HERITAGE HEALTH FOOD, INC., a corporation, and as such officer duly authorized and empowered to execute the above instrument for and on behalf of the said corporation for the consideration, uses and purposes therein specified.

WITNESS my hand and Notarial Seal at office this 16th day of June, 2016.

[Signature]
Notary Public


My Commission Expires: 2/1/2020



SCHEDULE 1(a)

INTELLECTUAL PROPERTY

Registered Marks

MARK	REGISTRATION NO.	REGISTRATION DATE
KIM'S SIMPLE MEALS	4,947,125	April 26, 2016
	4,947,127	April 26, 2016

SCHEDULE 5(a)


NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that, pursuant to the Patent and Trademark Security Agreement dated as of June 21, 2016 (the "Security Agreement"), by and between Grantor and Millennium Bank ("Lender"), the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to Lender:

Registered Marks

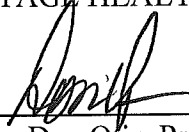
MARK	REGISTRATION NO.	REGISTRATION DATE
KIM'S SIMPLE MEALS	4,947,125	April 26, 2016
	4,947,127	April 26, 2016

[Signature Page Follows]

Grantor and Lender hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

HERITAGE HEALTH FOOD, INC.

By: 
Name: Don Otis, President and Chief
Executive Officer

ACKNOWLEDGED AND ACCEPTED:

Millennium Bank


By: 
Name: Greg Farrow
Title: Vice President

EXHIBIT "A"

License Agreement

[Copy attached]

WORTHINGTON TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement together with the attached Exhibits (collectively, this "Agreement") is made by and between Kellogg North America Company, a Delaware corporation with an address at P.O. Box 3599, One Kellogg Square, Battle Creek, Michigan 49016, and its affiliates, successors and assigns ("Licensor") and Heritage Health Food, Inc., a Tennessee corporation ("Licensee"). This Agreement is effective as of the Effective Date (as defined herein).

WHEREAS, Licensee and Licensor are parties to that certain Asset Purchase Agreement dated as of February 19, 2016 (the "Worthington APA");

WHEREAS, this Agreement is the Worthington License as defined in the Worthington APA, and the delivery of an executed version of this Agreement is a condition to the closing of the transactions contemplated by the Worthington APA;

WHEREAS, Licensor is the owner of the Licensed Marks (as defined herein);

WHEREAS, following the consummation of the transactions contemplated by the Worthington APA, Licensee will have the capability to manufacture, have made, market, distribute and sell the Licensed Products (as defined herein); and

WHEREAS, under the terms and conditions of this Agreement, Licensor desires to grant to Licensee an exclusive license to manufacture or have made, market, distribute and sell the Licensed Products;

THEREFORE, in consideration of the mutual promises contained herein, Licensee and Licensor agree as follows:

1. DEFINITIONS

(a) "ANF" shall mean Atlantic Natural Foods, LLC.

(b) "ANF Worthington Canned License" means that certain Worthington Trademark License Agreement by and between Licensor and ANF dated September 30, 2014, pursuant to which Licensor has granted ANF a license to use the Licensed Marks solely in connection with canned, shelf-stable, vegetable-based meat substitute products.

(c) "Effective Date" shall mean February 19, 2016.

(d) "Initial Term" shall have the meaning described in Section 10.

(e) "Licensed Marks" shall mean the trademarks, logos, trade dress, trade names and similar identifying material identified in Exhibit A as used in connection with Licensed Products in the jurisdictions specified in the trademark registration certificates and applications identified in Exhibit A, and no other marks, names, or identifying material.

(f) **"Licensed Products"** shall mean (i) for the period beginning on the Effective Date and ending on the fifth anniversary of the Effective Date, frozen, vegetable-based meat substitutes that are consistent with profiles of such products currently offered by Licensor, and any improvements to such products developed by Licensee in accordance with the terms and conditions hereof and (ii) for the period following the fifth anniversary of the Effective Date, any products, except canned, shelf-stable, vegetable-based meat substitutes.

(g) **"Licensed Territory"** shall mean (i) for the period beginning on the Effective Date and ending on the fifth anniversary of the Effective Date, the SDA Channel and anywhere in the world outside the United States or Canada, and (ii) for the period following the fifth anniversary of the Effective Date, anywhere in the world.

(h) **"Materials"** shall mean packaging, exterior and interior signs, flags, banners, labels, advertisements, catalogs, manuals, brochures, flyers, posters, sales literature, business forms, membership or customer loyalty program materials, stationery, employee uniforms, badges, bags and boxes, sales receipts and charge slips, tickets and tags, web pages, web banners, buttons and links, bearing or incorporating any of the Licensed Marks and used on or in connection with the Licensed Products.

(i) **"Party"** shall mean either Licensor or Licensee, and **"Parties"** shall refer to both Licensor and Licensee.

(j) **"SDA Channel"** shall mean the sale of Licensed Products to retailers, distributors, wholesalers and others who, directly or indirectly, market and sell to consumers who are members of the Seventh Day Adventist (**"SDA"**) community, which shall include, without limitation, the sale of Licensed Products through the same distribution channels that Licensor has used or currently uses to market and sell the Licensed Products as of the Effective Date, which include, without limitation, any existing distribution channel to SDA consumers through (i) the AFDA network, (ii) non-SDA food service distributors, and (iii) non-SDA mainstream distributors, and indirectly shall include each of their retail customers, direct retail customers, natural channel customers and foodservice customers, as well as all customers and distributors outside the U.S. and Canada.

(k) **"Term"** shall mean the period of time beginning on the Effective Date and ending on the date this Agreement is terminated pursuant to Section 10 of this Agreement or the date on which the Licensee purchases the Licensed Marks from Licensor pursuant to Section 21 hereof.

2. LICENSE GRANT

(a) Licensor grants to Licensee an exclusive, transferable, assignable, sublicensable license to use the Licensed Marks solely in connection with the manufacture, sale, offer for sale, shipment, distribution, marketing, advertising, and promotion for sale of the Licensed Products in the Licensed Territory. The foregoing license to use the Licensed Marks shall terminate upon the termination of this Agreement in accordance with the terms and conditions hereof.

3. OWNERSHIP AND REGISTRATION; INFRINGEMENTS

(a) Licensee acknowledges that Licensor is the owner of the Licensed Marks. Any goodwill derived from the use by Licensee of the Licensed Marks shall inure to the benefit of Licensor. If Licensee acquires any rights in the Licensed Mark by operation of law or otherwise, such rights shall be deemed and are hereby irrevocably assigned to Licensor without further action by the Parties. Licensee shall not dispute or challenge, or assist any third-party to dispute or challenge, Licensor's rights in and to the Licensed Marks or to the validity of the Licensed Marks.

(b) All artwork, copyrights, patents, inventions, prototypes, designs, patterns, characters, trademarks, service marks or any reproductions or derivations thereof, as well as trade dress rights (collectively, "**Intellectual Property**") relating to or involving the Licensed Marks, shall, regardless of the creation or use by Licensee hereunder, be and remain the exclusive property of Licensor. All such Intellectual Property created and furnished by Licensee, its employees, or contractors shall be considered "works made for hire" pursuant to the Copyright Act of 1976, as amended, and all rights in and to the copyrights to such materials shall be owned by Licensor. If any such Intellectual Property shall not be deemed a "work made for hire," Licensee hereby assigns and transfers to Licensor, or its designee, all rights, including copyright, title and interest, in and to all such materials and elements. Licensee shall execute any and all documents required to and otherwise cooperate to confirm Licensor's rights as established herein. As necessary or appropriate, Licensee shall ensure that all independent contractors execute an assignment of rights to Licensee in substantially the form shown in Exhibit B.

(c) Licensee shall not, during the Term or thereafter, directly or indirectly, do, omit to do, or permit to be done any act which is likely to dilute the Licensed Marks or tarnish/bring into disrepute the reputation of the Licensed Marks or the goodwill associated therewith, or which may invalidate or jeopardize the scope of protection for or registration of the Licensed Marks. Licensee shall not apply for, obtain, or assist any third-party in applying for or obtaining registration of the Licensed Marks, or any trademarks likely to cause confusion therewith, anywhere in the world.

(d) For so long as the Licensed Marks remain in continuous use by Licensee, Licensor (or any assignee of Licensor's rights under this Agreement): (i) shall maintain the registrations (if any) for the Licensed Marks and prosecute any pending applications relating thereto; and (ii) shall not take action or enter into any agreement with ANF or any other person that has the result of expanding or extending the rights granted under the ANF Worthington Canned License to use the Licensed Marks. Licensee shall provide reasonable assistance to Licensor, to assist with any registration and prosecution for the Licensed Marks, including but not limited to providing samples of use and use dates.

(e) Licensee shall promptly notify Licensor in writing in the event of: (i) any actual, suspected, or threatened infringement of the Licensed Marks; (ii) any actual, suspected, or threatened claim that the Licensed Marks are invalid; (iii) any action, suspected, or threatened opposition or challenge to the Licensed Marks; and (iv) any actual, suspected, or threatened claim that use of the Licensed Marks infringes the rights of any third-party. Licensor shall take

commercially reasonable action regarding any of the above in order to secure Licensee's exclusive rights herein, and shall have exclusive control, at its own cost, of all claims and proceedings. Licensee shall provide reasonable assistance to Licensor upon request.

4. QUALITY CONTROL; FOOD SAFETY

Licensor requires quality assurance standards for Licensee's licensing, production, sale and distribution of Licensed Products consistent with the terms of the Licensed Food Product Supplement attached to this Agreement as Exhibit C (the "**Food Product Supplement**"). The terms of the Food Product Supplement are intended to supplement, not replace, the terms of this Agreement; provided, however, that in the event of a conflict between any terms of the Food Product Supplement and the terms of this Agreement, the terms of the Food Product Supplement will prevail.

5. MANUFACTURING AND MARKETING

(a) All third-party manufacturers of Licensed Products must be approved by Licensor in advance, with such approval not to be unreasonably withheld or delayed. All such third-party manufacturers must (i) submit an acceptable Global Food Safety Initiative ("**GFSI**") factory audit annually throughout the Term of this Agreement and (ii) permit the testing of such products at both the preproduction and production stages of development. Licensee shall promptly furnish to Licensor a list of all such third-party manufacturers upon request by Licensor.

(b) Licensee shall promptly notify Licensor of any new production facilities or significant alterations to the existing facilities, whether Licensee's or an authorized third party's facilities, at which Licensed Products are manufactured or stored. At Licensor's request, Licensee shall allow or arrange for Licensor's inspection of such new or altered facilities within a reasonable time after Licensee's notice required under this Section.

(c) Upon the execution of this Agreement Licensor shall promptly furnish any camera-ready art pertaining to the Licensed Marks suitable for the Licensed Products (hereinafter, "**Artwork**") in its possession to Licensee. Licensor shall make available to Licensee a copy of any style guide in its possession for the Licensed Products and Licensed Marks, and all related Materials. Licensee shall comply in all material respects with the requirements of the style guide, if provided. Licensee shall bear the cost of any prototypes, designs or molds related to the Licensed Products.

(d) Licensee shall submit to Licensor for Licensor's written approval, at Licensee's cost, concepts, layouts, product specs, artwork, prototypes and at least two (2) pre-production samples of the Licensed Products and Materials, as applicable. Licensor may object to the Licensed Products and Materials, which shall not be unreasonably withheld or delayed, but in any case, within ten (10) business days from Licensee's submission (the "**Objection Period**"). Upon the request of Licensor, within a reasonable period of time following such request, Licensee shall provide Licensor, at Licensee's cost, twelve (12) complete production samples of each SKU of the Licensed Products, and representative samples of the Materials relating to the Licensed Products. Licensee acknowledges that submission of proposed Licensed Products or Materials

does not obligate Licensor to investigate whether such Licensed Products or Materials may infringe upon the copyright, trademark, trade dress, patent trade secret personality, contract rights or other rights of third parties. No approval granted under this Section shall be deemed to create any liability for Licensor with respect to any present or future claims arising from any such alleged infringement.

(e) Licensee shall affix to the Licensed Products, Materials, and advertising/promotional material depicting the Licensed Products, copyright and trademark notices in the form designated by Licensor (e.g., "TM" or ® as appropriate) and any other notices in compliance with applicable copyright and trademark laws. Upon the request of Licensor, the proposed size and positioning of the copyright or trademark notices shall be submitted to Licensor for review at least ten (10) days in advance of any proposed use. Once approval has been obtained, further approvals need not be obtained for additional or repeat use of the same copyright or trademark notices.

6. ROYALTY PAYMENT

Upon the signing of this Agreement, Licensee shall pay Licensor a non-refundable sum equal to one hundred thousand dollars (\$100,000.00). Thereafter, unless the License is earlier terminated, beginning on December 15, 2016 and ending on December 15, 2018, Licensee shall pay an annual royalty fee of one hundred thousand dollars (\$100,000.00). Licensee shall make a final royalty payment in the amount of ninety nine thousand nine hundred and ninety dollars (\$99,990.00) on or before December 15, 2019. No other royalty shall be owed to Licensor by Licensee in consideration of the licenses granted.

7. CONFIDENTIALITY AND NON-DISCLOSURE

(a) As used in the Agreement, "Confidential Information" means any confidential or proprietary information identified in writing as "Confidential" or "Proprietary" or which by its very nature one would naturally assume to be confidential, such as financial statements, pricing information or design prototypes, that is disclosed by one party (the "Disclosing Party") to another party (the "Receiving Party"), whether of a technical, business, or other nature (including, without limitation, formulations, recipes, instructions, writings, trade secrets, designs, know-how, software code or scripts, business plans, promotional and marketing activities, financial data and other business information of the Disclosing Party). The Receiving Party will keep Confidential Information in confidence during and after the term of this Agreement for as long as the information can be defined as Confidential Information, and, except as expressly provided in this Agreement, will not disclose it to anyone without the Disclosing Party's prior written consent. The Receiving Party will not use, or permit others to use Confidential Information for any purpose other than for those purposes described under this Agreement. The Receiving Party will use its best efforts to avoid disclosure, dissemination or unauthorized use of Confidential Information. The Receiving Party will limit disclosure of Confidential Information to those of its employees or vendors having a need to know and will advise such employees or vendors of the obligations of this Agreement.

(b) The provisions of Section 7(a) will not apply to any Confidential Information that (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to the Receiving Party at the time of its receipt from the Disclosing party without having obtained such information under a confidentiality obligation; (iii) is rightfully received from a third party who did not acquire or disclose such information by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by the Receiving Party without reference to any Confidential Information. If the Receiving Party becomes legally obligated to disclose Confidential Information, then the Receiving Party will give the Disclosing Party prompt written notice in advance of such disclosure. The Receiving Party will disclose only such information as is legally required and will use commercially reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed.

(c) All Confidential Information of a Disclosing Party will remain the exclusive property of the Disclosing Party, and the Receiving Party will acquire no rights, by license or otherwise to use the Confidential Information except as expressly provided by this Agreement. Such Confidential Information shall be returned to the Disclosing Party after the Confidential Information is no longer required or at the Termination of the Agreement, whichever comes first.

(d) The Receiving Party acknowledges that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to the Disclosing Party for which monetary damages may be difficult to ascertain or inadequate as a remedy. The Receiving Party therefore agrees that the Disclosing Party will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this Section 7.

(e) Both parties shall maintain in strictest confidence all of the terms and conditions of this Agreement. Under no circumstance shall such information be disclosed to a third party except: (i) as reasonably determined to support a party's rights or obligations under this Agreement; (ii) to auditors and professional advisors, including attorneys, as reasonably needed by such party, provided such persons are informed of this Section and agree to be bound by it prior to any disclosure; (iii) as required by law, regulation or court order, provided, however, that the party subject to such requirement provides the other party prompt, written notice in order to allow the other party to take whatever action it deems necessary to protect the confidentiality.

8. WARRANTIES AND INDEMNITY

(a) Licensor hereby represents and warrants to Licensee: (i) that Licensor is the sole and exclusive owner of or holds all such rights in and to the Licensed Marks as is necessary to grant Licensee the rights hereunder; (ii) that Licensor otherwise has the unencumbered right to grant the licenses under this Agreement; (iii) that the Licensed Marks do not violate the copyright, trademark, trade dress, patent, trade secret, personality, contract rights or other rights of third parties and will not provide the basis for a claim that the use, distribution, sale or advertising of the Licensed Products hereunder by the Licensee violates any rights of others; and (iv) that Licensor and any previous manufacturers of Licensed Products have abided by the terms and spirit of its Global Supplier Code of Conduct ("**Supplier Code**") issued by Licensor in April, 2014 attached hereto as Exhibit D as though Licensor and any previous manufacturers of

Licensed Products were Suppliers as defined in the Supplier Code, and all other applicable Kellogg Company policies and practices.

(b) Licensor shall indemnify, defend, and hold harmless Licensee, its related entities, officers, directors, employees, customers, and agents (collectively, the "Licensee Indemnified Parties"), against any actions, claims, suits, proceedings losses, damages, costs, liabilities, reasonable attorney fees, and other direct and reasonable expenses which the Licensee Indemnified Parties may suffer, incur, or pay by reason of, or arising out of, any breach by Licensor of this Agreement. Licensee shall promptly notify Licensor upon receipt of such claim and acknowledges that Licensor shall be responsible for the exclusive control of its defense and settlement, provided, however, that any settlement affecting Licensee's rights or obligations hereunder shall be subject to Licensee's prior approval which shall not be unreasonably withheld or delayed. Licensee shall provide Licensor with reasonable assistance in the defense and settlement of any such claim. In the event that any temporary or permanent injunction is obtained against Licensee's use, sale, or advertising of the Licensed Products or Licensed Marks, in whole or in part, Licensor shall use commercially reasonable efforts to promptly procure for Licensee the right to continue using, selling or advertising any Licensed Products or Licensed Marks so enjoined.

(c) Licensee hereby represents and warrants to Licensor: (i) that Licensee has the unencumbered right to enter into this Agreement and the capability to fulfill its duties hereunder; (ii) that Licensee will not enter into any agreement in conflict with this Agreement; (iii) that the Licensed Products and all Materials produced by or on behalf of Licensee will not infringe any copyright, trademark, patent, trade dress or other intellectual property or proprietary right of any third party; (iv) that all of the Licensed Products and Materials produced by or on behalf of Licensee shall be free of defects, and shall be manufactured, labeled, packaged, marketed, advertised, distributed, imported, exported, and sold in compliance with all applicable federal, state and local laws and regulations and the terms of the Food Products Supplement; and (v) that Licensee and any manufacturing sublicensee(s) approved by Licensor will abide by terms and spirit of the Supplier Code as though Licensee and any approved manufacturing sublicensee(s) were Suppliers as defined in the Supplier Code, and all other applicable Kellogg Company policies and practices that Licensor or its designee communicates to Licensee.

(d) Licensee shall indemnify, defend, and hold harmless Licensor, its related entities, officers, directors, employees, customers, and agents (collectively, the "Licensor Indemnified Parties"), against any actions, claims, suits, proceedings, losses, damages, costs, liabilities, reasonable attorney fees, and other direct and reasonable expenses which the Licensor Indemnified Parties may suffer, incur, or pay by reason of, or arising out of: (i) any breach by Licensee of its representations and warranties under this Agreement, including but not limited to Licensee's failure to comply with any applicable law or regulation; (ii) the manufacture and use of the Licensed Products by or on behalf of Licensee (other than by Licensor), except as expressly provided in the Agreement; (iii) the distribution, shipment, sale, offering for sale, transport, advertising, and promotion, of the Licensed Products by or on behalf of Licensee; (iv) any defects in the Licensed Products or Materials, including those that affect the safety of the Licensed Products or Materials; (v) third-party claims of patent, copyright, or trademark infringement other than those pertaining to the Licensed Marks; and (vi) any breach of this

Agreement. Licensor shall provide Licensee with reasonable assistance in the defense and settlement of any such claim. Licensee shall be responsible for the exclusive control of its defense and settlement, provided, however, that any settlement affecting Licensor's rights or obligations hereunder shall be subject to Licensor's prior approval which shall not be unreasonably withheld or delayed.

9. INSURANCE

(a) Licensee shall, throughout the Term and Renewal Term(s), if applicable, obtain and maintain at its own cost and expense from a qualified insurance company licensed to do business in the State of Michigan, standard Product Liability and General Liability Insurance (the "Insurance Policy"), the form of which must be acceptable to Licensor, with a combined single limit of **Two Million US Dollars (US \$2,000,000)** in the aggregate for products and completed operations. The Insurance Policy must carry an endorsement listing Licensor as an additional insured on its policy. The Insurance Policy must protect Licensor against any and all claims, demands and causes of action concerning any defects or alleged defects in the Licensed Products and Materials. In addition, the Insurance Policy must protect Licensor from any and all claims, demands and causes of action concerning any use of the Licensed Products or the Materials. Licensee shall furnish Licensor a certificate of insurance evidencing the coverage provided for herein upon its execution of this Agreement. In no event, shall Licensee manufacture, offer for sale, sell, advertise, promote, ship and/or distribute the Licensed Products or Materials prior to receipt by Licensor of such evidence of insurance.

10. TERM; TERMINATION

(a) This Agreement may be terminated by written notice at any time without cause by Licensee.

(b) This Agreement may be terminated by Licensor for one or both of the reasons set forth in (i) and (ii) below by providing written notice to the other party and an opportunity to cure as set forth below:

- (i) if Licensee materially breaches in any manner the terms or conditions of this Agreement or the Worthington APA or any agreements or other obligations contemplated by the Worthington APA; or
- (ii) if Licensee is unable to pay its obligations when due, or shall make any assignment of substantially all of its assets for the benefit of creditors, or shall file, or have filed against it, any petition for protection or relief from creditors or any petition in bankruptcy, or be adjudicated bankrupt or insolvent, or if any receiver is appointed for its business or property or a substantial portion thereof, or if any trustee in bankruptcy or insolvency shall be appointed for a party.

Prior to terminating the Agreement pursuant to this Section 10(b), Licensor shall provide sixty (60) days prior notice in writing to Licensee (the "Notice Period"). If a breach under Section

10(b) (i) is not cured within the Notice Period, Licensor shall be entitled to exercise any remedies it may have hereunder, including, without limitation, its right to terminate this Agreement effective upon expiration of the Notice Period. In the event of the occurrence of any event described in Section 10(b)(ii) above, Licensor may terminate this Agreement effective upon expiration of the Notice Period; provided, however, that Licensee may avoid such termination if any adverse filing described in Section ~~10(b)10(b)~~(ii) is stayed, dismissed or reversed within the Notice Period and the notified party provides satisfactory evidence of same to the other party within such period.

(c) Upon termination of this Agreement, or in the event of any material breach of this Agreement pertaining to the safety or fitness for consumption of the Licensed Products or Materials, or any breach relating to a material violation of any applicable food safety regulation or law, Licensee agrees to: (i) immediately discontinue the manufacture, distribution, sale, marketing, promotion, advertising, and transport for sale of all Licensed Products and Materials, and cease all use whatsoever of such Licensed Products and Materials; (ii) immediately recall any Licensed Products and Materials that may be recalled, at Licensee's sole expense; (iii) immediately destroy and certify in writing to Licensor the destruction of all Licensed Products and Materials and methods for making the same, unless Licensor requests the return of such materials.

(d) Upon expiration or termination of this Agreement, in the event Licensee does not exercise its option to purchase the Licensed Marks pursuant to Section 21 herein, all rights granted to Licensee hereunder shall forthwith revert to Licensor.

11. POST TERMINATION RIGHTS

(a) Not less than sixty (60) days prior to the expiration of the Term of this Agreement or immediately upon termination thereof, Licensee shall provide Licensor with a complete schedule of all Licensor's inventory of Licensed Products then on-hand (the "Inventory").

(b) Upon expiration or termination of this Agreement, except for reason of a breach of Licensee's duty to comply with the quality control or legal notice marking requirements, Licensee shall be entitled, for an additional period of six (6) months and on a nonexclusive basis, to continue to sell such Inventory. Such sales shall be made subject to all of the provisions of this Agreement.

12. GOVERNING LAW

This Agreement will be governed by and interpreted under, the laws of the State of Delaware, without reference to its principles governing conflict of laws, except as to copyright and trademark matters which shall be governed by the laws of the United States and Delaware, and any applicable international conventions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Parties hereto consent to the jurisdiction of the courts of competent jurisdiction, federal or state, situated in the State of Delaware, for the bringing of any and all actions hereunder.

13. COMPLETE AGREEMENT; MODIFICATION; WAIVER

This Agreement, the Worthington APA and the Transaction Documents (as such term is defined in the Worthington APA), along with any Exhibits and Schedules hereto and thereto, constitute the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any prior discussions, proposals or agreements on this topic. Neither party makes any representations to the other party except as expressly set forth in this Agreement. This Agreement shall not be deemed or construed to be modified, amended, or waived, either in whole, or in part, except by written agreement of both parties to this Agreement. No failure or delay by either party in exercising any right, power or remedy under this Agreement, except as specifically provided, will operate as a waiver of any such right, power or remedy. In the event that any provisions of this Agreement or the Agreement as a whole are deemed ambiguous, the principle of construing the same against the drafter shall not apply.

14. SEVERABILITY

If any provision or provisions of this Agreement shall be held to be illegal, invalid or unenforceable, then the validity, legality and enforceability of any remaining provisions shall not in any way be affected or impaired.

15. FORCE MAJEURE

Neither party will be liable under the Agreement for failure to perform any obligations if such failure is attributable to an act of God, terrorism (or the credible threat of same), the inability to obtain necessary governmental approvals or licenses, fire, casualty, labor disputes, or other similar causes beyond the reasonable control of the respective parties.

16. COMPLIANCE WITH LAWS

The parties will comply with all applicable federal, provincial, state, and local statutes, ordinances, rules and regulations, including, without limitation, the rules and regulations under the U.S. Export Administration Act and the U.S. Foreign Corrupt Trade Practices Act, as they may be amended from time to time. Without limiting the foregoing, Licensee shall not export, re-export, or transfer directly or indirectly the Licensed Products to any country for which the United States government or the government of the location of export requires exporters to obtain an export license or other government approval at the time of export, re-export or transfer, unless prior written authorization is obtained from Licensor and the appropriate governmental agencies.

17. ASSIGNMENT

Licensee shall not assign, sublicense or otherwise transfer its rights or obligations, in whole or in part, under this Agreement to any party ("Transferee") unless Licensee (i) provides to Licensor written notification of such transfer along with the Transferee legal name and contact information, (ii) secures the Transferee's written agreement (in form and substance reasonably acceptable to Licensor) to be bound by all of the terms of this Agreement, and (iii) remains liable

for and subject to all obligations under this Agreement (as if it was the Licensee) if the Transferee fails to meet any of its obligations under the Agreement. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors and permitted assigns.

18. RELATIONSHIP OF THE PARTIES

The relationship established between the Parties by this Agreement is that of licensor and licensee and each Party will be and act as an independent contractor and not as agent or partner of, or joint venturer with, the other Party for any purpose. Nothing contained in this Agreement will in any way constitute agreement by that Party or that Party's employees or agents to be employees or agents of the other Party or to be a franchise or partnership, and neither Party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other Party.

19. NOTICES

All notices, requests, demands, and other communications required under this Agreement shall be in writing and shall be sent, postage prepaid by registered or certified mail, return receipt requested, by nationally recognized commercial courier, or by the messenger to addresses set forth below or as they may be changed by prior written notice so delivered. Unless this Agreement specifies otherwise, any such notice shall be deemed given on the date hand delivered or on the date of receipt if sent by commercial courier or regular mail (a return receipt serving as conclusive evidence of such receipt) or on the date of acknowledged receipt if by e-mail.

Licensor:

Kellogg North America Company
One Kellogg Square
Battle Creek, Michigan 49016-3599
Attention: General Counsel

Licensee:

Heritage Health Food, Inc.
P.O. Box 626
Collegedale, Tennessee 37315
Attention: Don Otis

With a copy to:

Miller & Martin PLLC
Suite 1200 Volunteer Bldg.
832 Georgia Avenue
Chattanooga, Tennessee 37402
E-mail: hugh.sharber@millermartin.com
Attention: Hugh Sharber

Notwithstanding the above notice requirements, and in connection with all events requiring Licensee to seek Licensor approval for any matter relating to this Agreement, Licensor shall, upon written request directed to Licensor's General Counsel at the address set forth above,

provide Licensee ongoing contact information for persons at Licensor responsible for such approvals.

20. SURVIVAL

The termination or expiration of this Agreement will not affect the survival and continuing validity of Sections 3, 7, 8, 10 and 11 nor of any other provision which is expressly intended to continue in force after such termination or expiration.

21. OPTION TO PURCHASE THE LICENSED MARKS

Upon the later of (A) the fifth anniversary of the Effective Date, or (B) the termination of the ANF Worthington Canned License, which shall terminate no later than September __, 2024, Licensee shall have the option, but not the obligation, at any time exercisable by written notice to Licensor to purchase the Licensed Marks and all other Intellectual Property, free and clear of all liens, encumbrances, or conflicting rights, from Licensor for One Hundred Dollars (\$100.00).

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth on the first page of this Agreement.

LICENSOR:

KELLOGG NORTH AMERICA COMPANY

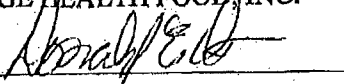
By: 

Name: Paul Norman

Title: Executive Vice President

LICENSEE:

HERITAGE HEALTH FOOD, INC.



By: 

Name: DONACO E OTS

Title: PRESIDENT

EXHIBIT A

Licensed Marks

JURISDICTION	MARK	APPLICATION/ REGISTRATION NUMBER	INTERNATIONAL CLASS
Canada*	WORTHINGTON & Design 	TMA525520	N/A - No classification system in Canada
European Union	WORTHINGTON	647107	Classes 29 and 30
U.S.A.	WORTHINGTON	2,306,295	Class 29
U.S.A.	WORTHINGTON & Design 	1,296,620	Class 29
U.S.A.	WORTHINGTON VEGETABLE STEAKS	86338636	Class 29

* Kellogg has refiled the Canadian trademark, and Kellogg will bear all costs associated with reinstatement of the Canadian trademark.

EXHIBIT B

Assignment Agreement

This Assignment Agreement ("Agreement") is made this ____ day of _____, 20__, by and between HERITAGE HEALTH FOOD, INC., a Tennessee corporation ("Heritage") and _____ doing business at _____, ("the Artist"). The parties hereto, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

1. The Artist will produce for Heritage a work of joint authorship consisting in part of depictions of Heritage's trademarked characters (and/or Heritage's logo and/or other trademarks and/or other distinctive text and/or graphic elements) in artwork ("The Work"), sometimes known as _____ shown in Attachment _____.
2. The Artist hereby assigns to Heritage (hereinafter referred to as "Owner") his/her entire right, title and interest in The Work, including its copyright performed/created by The Artist for Heritage as hereinabove described, together with all now and hereafter existing rights of every kind and character whatsoever pertaining to The Work throughout the world, including but not limited to any and all rights to apply for, obtain and/or hold trademarks, copyrights and/or design patents thereto, whether or not such rights are now known, recognized or contemplated, and the complete unconditional and unencumbered title and all rights in and to The Work for all purposes whatsoever, including all revisions, additions, and versions thereof in all languages, forms of media now or hereafter known or developed, as well as manuscripts, drafts, outlines, notes, memoranda, background materials, sketches, models and any other writings of any kind relating to The Work, and the right to sue for infringement, past and/or present.
3. This Agreement shall be binding on the parties to this Agreement, and to any and all assignees or successors to any interest under this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals on the day and date first herein above written.

THE ARTIST

HERITAGE HEALTH FOOD, INC.

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT C

Supplemental Terms Applicable to Food Products

Licensee's licensing, production, sale and distribution of Licensed Products intended for human consumption will be subject to the additional terms set forth below in this Food Product Supplement which are intended to supplement, not replace, the terms of the License Agreement; provided, however, that in the event of a conflict between any terms of this Food Product Supplement and the terms of the Agreement, the terms of the Food Product Supplement will prevail. All terms not specifically defined herein shall have the meaning ascribed to them in the Agreement.

1. General Requirements and Licensee Representations and Warranties.

Licensee represents and warrants that:

(i) the Licensed Products and associated materials will be manufactured, labeled, packaged, marketed, advertised, sold and distributed in accordance with all applicable federal, state and local laws, rules, regulations and ordinances and other relevant standards relating to the manufacture of food products intended for human consumption ("Food Laws") and the Licensed Products will comply in all material respects with all industry and government standards established with respect to safety and fitness for use including as applicable, but not limited to, the Food and Drug Administration ("FDA"), Federal Trade Commission ("FTC") and all Good Manufacturing Practices ("GMPs");

(ii) the Licensed Products will be safe for human consumption, prepared under sanitary conditions and no Licensed Products will be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetics Act ("FD&C Act");

(iii) all statements made in labeling, including the product identity statement, the net quantity of contents statement, the ingredient list, the nutritional declaration, any Descriptors, and any country of origin statement, will comply in all material respects with current standards communicated by Licensor to Licensee;

(iv) all Licensed Products will comply in all material respects with all applicable food safety standards, including, as applicable and by way of example, Good Manufacturing Practices ("GMPs"), the Food Safety Modernization Act ("FSMA"), Sanitation Standard Operating Procedures ("SSOPs"), and Good Agricultural Practices. Licensee will assemble and package all Licensed Products under a Hazard Analysis Critical Control Point ("HACCP") plan that is subject to approval by Kellogg together with environmental monitoring, hygienic and sanitation plans.

(v) no Licensed Products are articles prohibited from being introduced into commerce under the FD&C Act;

(vi) none of the Licensed Products violate any provisions of the Food Additives Amendment of 1958;

(vii) Licensee has, and will maintain, reasonable control processes in place that provide the ability to trace and isolate material defects or mistakes in any Licensed Products; and

(viii) Licensee has reviewed the current form of, and has the capability to comply with, the Licensee Food Recall Communication Requirements posted on the U.S. Department of Consumer Protection Website and which may be updated from time to time.

2. Licensed Food Product Approvals.

2.1 Concepts, Final Art Color and Sculpt. Upon Licensor's written request, and to the extent reasonably available, Licensee will submit for Kellogg's review and approval, (1) all final artwork which appear on or in any SKU of the Licensed Product; and (2) a list of the technical specifications of the (i) packaging or container for the Licensed Product ("Product Technical Specifications") and (ii) edible food item of the Product (the "Food Item"), including without limitation, any labeling statements (e.g., the proposed ingredient list, nutritional declaration, and product claims), ingredient sources, a nutritional analysis, quality and microbiological standards, packaging or container formats, and attributes of the Food Item (e.g., taste, color, shape, and texture).

2.2 Pre-Production Samples. Upon Licensor's written request, Licensee will submit for Kellogg's review and approval a rendering of a pre-production sample of each SKU of each Licensed Product. In connection with any such written request, Licensee will further submit with each SKU, and before commercial production, the following materials, each to the extent reasonably necessary: (1) final and completed Product Technical Specifications (the "Final Product Technical Specifications"); and (2) analytical results and other appropriate evidence, including an independent nutritional analysis of the Food Item from a testing laboratory accredited under ISO/IEC 17025 ("Qualified Laboratory"), confirming that all statements on the ingredient list, the nutritional declaration, any nutrition-related claims (the "Descriptors"), and the Food Item comply with the Final Product Technical Specifications and applicable laws and regulations.

2.3 Production Samples. Before selling a Licensed Product to any customer, Licensee must furnish to Kellogg, from the first production run of each supplier of each SKU of each Licensed Product, the number of samples specified on the applicable Schedule, of each different style and design of each Licensed Product along with the packaging or container for such Licensed Product. Samples shall also be provided to Kellogg upon reasonable request throughout the term of this Agreement for purposes of ongoing food review. In the event there is any material change to the recipe or method of manufacture that materially affects the Licensed Product, then upon Licensor's request, the Final Product Technical Specifications must be amended accordingly, and analytical results and other appropriate evidence (including an independent nutritional analysis of the Food Item from a Qualified Laboratory) confirming compliance with the amended Final Product Technical Specifications.

3. Labeling.

3.1 Licensee will be solely responsible for ensuring that the Licensed Products are properly labeled and that any Descriptors (explicit or implied) are (i) not in any way false or misleading, (ii) comply with claim criteria as established by applicable Laws, and (iii) are accompanied by any disclosure or explanatory statements required by applicable Laws. Licensee will maintain sufficient records to substantiate all labeling statements on the Licensed Product packaging or containers. At Kellogg's request, Licensee will provide to Kellogg, or its authorized representative, copies of any such records to the extent reasonably available.

3.2 Licensee will list, on all Licensed Product packaging or containers, the "best before" (or equivalent language) date, the name, place of business and consistent with past practices by Licensor, a toll-free telephone number of the manufacturer, packer or distributor of the Product so that the consumer can identify an appropriate contact for the Licensed Product. If the name of the entity given is not the actual manufacturer of the Licensed Product, then the entity name must be accompanied by a qualifying phrase which states the entity's relationship to the Licensed Product. Kellogg will not be listed as the manufacturer, packer or distributor of any of the Licensed Products.

4. Food Product Quality and Compliance.

4.1. Audit Reports and Audits. Licensee and any sub manufacturer shall maintain certification of their food safety and quality programs against one of the recognized auditing standards. Upon Licensor's written request, the Facilities may be audited once every 12 months. Licensee will provide Licensor with a full copy of all such audits as soon as reasonably practicable. If in any instance Licensee receives less than a passing or satisfactory score, Licensee, at its sole cost, will (i) take corrective action as may reasonably be required to achieve an acceptable score for such Facility as soon as reasonably practicable, and (ii) have the facility re-inspected by the auditing entity as soon as reasonably practicable. Failure to take such corrective action and achieve a satisfactory score will be grounds for termination of this Agreement.

Neither the completion of any audit or inspection (regardless of whether Licensee achieves a passing or satisfactory score), nor any acceptance or payment by Licensor will constitute a waiver by Licensor of any warranty, obligation or agreement of Licensee in respect of the Licensed Products and all such warranties, obligations and agreements will survive the expiration or termination of the Agreement (regardless of the reason that such termination occurs) and is intended to benefit the Licensor.

4.2. Supplier Approval. Upon Licensor's written request, Licensee will provide Kellogg copies of its Supplier Approval process for the acquisition of any raw materials or packaging materials used in the manufacture or packaging of the Licensed Products and/or related materials to the extent reasonably available.

4.3 Licensed Product Testing. Both before and after Licensee introduces or delivers for introduction the Licensed Products into commerce, Licensee will follow reasonable and proper procedures for testing the Licensed Products to ensure that each Licensed Product complies in all material respects with all applicable laws and regulations, including but not limited to, food safety laws and the Final Product Technical Specifications. Licensed Products not manufactured, packaged or distributed in all material respects with applicable Laws, the Final Product Technical Specifications will be deemed unapproved, even if previously approved by Kellogg, and may not be shipped unless and until they have been brought into full compliance.

4.4 Compliance and Inspections. Licensee will permit inspection by Licensor or its appointed agents, during normal business hours and upon 24 hours advance notice, of each facility, or portion of such facility, where any ingredients or other materials used in the manufacture of any Licensed Product is stored or where the manufacturing of any Licensed Product occurs; provided, however, that no such 24 hour advance notice shall be required in the event Licensee is in breach or violation of any representation or warranty in the Agreement or this Food Product Supplement, or any performance obligation under this Agreement or Food Product Supplement.

Licensee acknowledges that Kellogg is relying on Licensee's commitment to enforce the GMPs and other applicable food safety standards with respect to its Facilities. Licensee will investigate any claimed or observed violations of such standards, and if it finds there have been violations of such standards, or failures in process or raw material control that may impact on the safety, integrity, legality or quality of the Licensed Product, Licensee will provide immediate written notice to Kellogg. If requested by Kellogg, Licensee will advise the public and others that Licensee's Facilities are contractually responsible to Licensee for adherence to the GMPs and other applicable food safety standards, individual product management via the Product Technical Specifications, and a HACCP plan, and that Kellogg has, in good faith, relied upon Licensee to assure compliance with such food safety and quality standards.

5. Assurance and Corrective Action.

5.1. Maintenance of Records. Licensee will maintain a log reflecting the lot numbers, manufacturing dates and expiration dates of all Licensed Products. Licensee will, at all times, maintain reasonable records and record-retrieval systems that enable Licensee to trace, within four hours of a request by Licensor, all Raw Materials and Packaging Materials associated with Licensed Products, from receipt through finished product delivery.

5.2. Defective Licensed Products.

(a) Licensee will notify Licensor immediately upon learning, or having reason to believe, that any Licensed Product or raw material used in connection with any Licensed Product (i) does not comply in all material respects with the Product Technical Specifications or with any applicable Food Laws, or (ii) was not produced in compliance

with all current GMP requirements, FSMA requirements or other food safety requirements, including, but not limited to, those promulgated by the FDA in 21 C.F.R. Part 110, 117 and, when applicable, those new or amended regulations that may be issued by FDA from time to time going forward or (iii) is adulterated, misbranded, defective or harmful to consumers or if there has been a positive environmental or finished food pathogen test in the facility where the food is produced; (each a "Defective Product"). In the event of a Defective Product, Licensee will immediately (x) stop distribution of such Defective Product and (y) submit to Kellogg's designated representative (the "Kellogg Contact"), upon request, a completed root cause analysis and discuss in good faith with Kellogg the steps to be taken. Licensee will take such steps as Kellogg, in its reasonable discretion, will direct. In no event shall Licensee undertake an involuntary product recall without first securing Licensor's written approval. If Licensee does not have the capability or resources to implement and manage the Corrective Action in an effective and legally-compliant manner, Licensee will, at its sole cost and expense, retain a third party with the requisite capability and resources to do so.

(b) If required by applicable Laws or Kellogg, Licensee will notify the appropriate Regulatory Agency and will take such actions as the notified Regulatory Agency will require, including without limitation, (i) notifying the public of such Defective Product through recall notice, safety alert or other means, (ii) retrieving, recalling or withdrawing the Defective Product from Authorized Customers, retailers and consumers, (iii) destroying and/or replacing the Defective Product, and (iv) refunding sums paid and expenses incurred by consumers and others by reason of the notification, recall or market withdrawal (all such actions being referred to collectively as the "Corrective Action").

(c) Except as otherwise required by applicable Law, Licensee will not issue any public statement, communication or notification regarding a Defective Product or any Corrective Action undertaken without Kellogg's prior written approval. Furthermore, if any such public statements, communications or notifications are approved and made, Licensee will provide Kellogg with contemporaneous copies of any relevant correspondence and communications (e.g. responses, third party replies or comments, follow up communications, emails, etc.). Licensee will provide Kellogg with regular and timely information regarding the Defective Product, including without limitation, the status of any investigations and contemporaneous copies of any correspondence and/or communications with the Regulatory Agency.

5.3. Government Inspection. Licensee will notify Licensor in the event of any inspection of Licensee or any Facility where Licensed Products are manufactured and/or packaged by a representative of the FDA or any other federal, state, or local regulatory agency which cites Licensee or any Facility with material deficiencies. Licensee will provide to Licensor any and all reports issued by, or correspondence received from, any regulatory agency confirming material deficiencies that conducts any such inspection during the Term reasonably promptly after receiving any such report or correspondence. Licensee will provide Licensor with a copy of any correspondence filed by Licensee in response to such investigation.

5.4. Consumer Complaints and Legal or Regulatory Claims. Licensee will notify the Kellogg Contact by telephone and electronic mail immediately upon receipt of any (i) consumer complaint alleging that a Licensed Product is connected to any illness, injury or death of a human being or animal; (ii) product liability claim made or legal action filed with respect to Licensed Product; or (iii) communication from Licensee to, or received by Licensee from, any Regulatory Agency regarding an actual or potential issue of non-compliance with applicable Laws related to a Licensed Product or if Kellogg or Licensee has any reason (other than as specified in clauses (i) through (iii) above) to believe that a Licensed Product may be Defective Product, including but not limited to a situation in which Licensed Products are manufactured in the same Facility as non-Kellogg products that are subject to a recall. In all such cases, Licensee will immediately discuss in good faith with Kellogg the nature of the complaint and what additional steps are necessary to further investigate the matter. If Kellogg or Licensee reasonably concludes (x) that the subject Licensed Product is a Defective Product or (y) that a consumer complaint is bona fide and the Licensed Product could pose a health or safety risk to humans or animals, then Licensee will proceed as set forth in Section 5.2 above.

EXHIBIT D

Kellogg Company Global Supplier Code of Conduct

[PDF ATTACHED]

AMENDMENT TO
WORTHINGTON TRADEMARK LICENSE AGREEMENT

This Amendment to Trademark License Agreement is made by and between Kellogg North America Company, a Delaware corporation with an address at P.O. Box 3599, One Kellogg Square, Battle Creek, Michigan 49016, and its successors and assigns (“**Licensor**”) and Heritage Health Food, Inc., a Tennessee corporation (“**Licensee**”).

WHEREAS, Licensee and Licensor are parties to the Worthington Trademark License Agreement dated as of February 19, 2016 (the “Trademark License Agreement”);

WHEREAS, Exhibit A to the Trademark License Agreement, which sets forth the Licensed Marks pursuant to the Trademark License Agreement, did not set forth a complete list of items intended to be set forth thereon; and

WHEREAS, Licensee and Licensor now desire to amend the Trademark License Agreement to amend Exhibit A thereto.

NOW THEREFORE, in consideration of the mutual promises contained herein, Licensee and Licensor agree as follows:

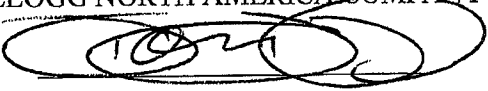
1. Capitalized terms used herein that are not otherwise defined shall have the meanings set forth in the Trademark License Agreement.
2. Exhibit A to the Trademark License Agreement is hereby deleted and inserted in lieu thereof is Exhibit A attached hereto. Exhibit A attached hereto is and shall be the list of Licensed Marks for purposes of the Trademark License Agreement.
3. Except as specifically set forth herein, the terms and provision so the Trademark License Agreement shall continue in full force and effect.
4. OTHER THAN AS EXPRESSLY SET FORTH IN THE TRADEMARK LICENSE AGREEMENT WITH RESPECT TO THOSE MARKS CONTAINED IN THE ORIGINAL EXHIBIT ATACHED THERETO, LICENSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED MARKS CONTAINED IN THIS REVISED EXHIBIT A AND ANY OTHER MATTERS CONTEMPLATED BY THIS AGREEMENT, INCLUDING (A) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (B) ANY WARRANTY WITH RESPECT TO THE VALIDITY OR ENFORCEABILITY OF, OR OF ANY NON-INFRINGEMENT RELATING TO, THE USE OF ANY LICENSED MARK IN CONNECTION WITH ANY AUTHORIZED ANCILLARY SERVICE AND (C) ANY WARRANTY ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth on the first page of this Agreement.

LICENSOR:

KELLOGG NORTH AMERICA COMPANY

By: 

Name: Don Davis, Vice President

Date: June 17, 2016

LICENSEE:

HERITAGE HEALTH FOOD, INC.

By: SEE NEXT PAGE

Name: _____

Date: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth on the first page of this Agreement.

LICENSOR:

KELLOGG NORTH AMERICA COMPANY

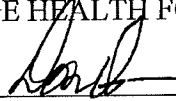
By: SEE PREVIOUS PAGE

Name: _____

Date: _____

LICENSEE:

HERITAGE HEALTH FOOD, INC.




By: 

Name: DON OTS

Date: _____

EXHIBIT A

Licensed Marks

JURISDICTION	MARK	APPLICATION/ REGISTRATION NUMBER	INTERNATIONAL CLASS
Canada	WORTHINGTON & Design 	TMA525520 Expunged	N/A - No classification system in Canada
Canada	WORTHINGTON & Design 	APPLICATION: 1767563 By Kellogg Company	N/A - No classification system in Canada
European Union	WORTHINGTON	647107	Classes 29 and 30
U.S.A.	WORTHINGTON	2,306,295	Class 29
U.S.A.	WORTHINGTON & Design 	1,296,620	Class 29
U.S.A.	WORTHINGTON VEGETABLE STEAKS	4,684,820	Class 29
U.S.A.	LEANIES	2,946,170	Class 29
U.S.A.	STAKELETS	1,066,347	Class 30
U.S.A.	PROSAGE	820,388	Class 29
U.S.A.	STRIPPLES	881,783	Class 29
U.S.A.	FRIPATS	946,426	Class 5

U.S.A.	CHIC-KETTS	4,205,746	Class 29
U.S.A.	WHAM	4,183,437	Class 29

JURISDICTION	MARK	UNREGISTERED	INTERNATIONAL CLASS
U.S.A.	VEGETARIAN CHILE	Unregistered	N/A
U.S.A.	GARDEN PATTIE	Unregistered	N/A
U.S.A.	LENTIL RICE	Unregistered	N/A
U.S.A.	OKARA PATTY	Unregistered	N/A
U.S.A.	DINNER ENTREE	Unregistered	N/A
U.S.A.	CORNED BEEF, SLICED	Unregistered	N/A
U.S.A.	SMOKED BEEF, SLICED	Unregistered	N/A
U.S.A.	CHICKEN, SLICED	Unregistered	N/A
U.S.A.	BOLONO, SLICED	Unregistered	N/A
U.S.A.	SALAMI, SLICED	Unregistered	N/A
U.S.A.	SMOKED TURKEY, SLICED	Unregistered	N/A
U.S.A.	VEELETS	Unregistered	N/A
U.S.A.	BEEF PIE	Unregistered	N/A
U.S.A.	CHIK STIKS	Unregistered	N/A
U.S.A.	CRISPY CHIK NUGGETS	Unregistered	N/A
U.S.A.	CRISPY CHIK PATTY	Unregistered	N/A
U.S.A.	GOLDEN CROQUETTES	Unregistered	N/A
U.S.A.	CHICKEN PIE	Unregistered	N/A
U.S.A.	EGG ROLLS	Unregistered	N/A
U.S.A.	DINNER ROAST	Unregistered	N/A
U.S.A.	FILLETS	Unregistered	N/A
U.S.A.	TUNO	Unregistered	N/A
U.S.A.	BEEF ROLL	Unregistered	N/A
U.S.A.	CORNED BEEF ROLL	Unregistered	N/A

U.S.A.	SMOKED BEEF ROLL	Unregistered	N/A
U.S.A.	CHICKEN ROLL	Unregistered	N/A
U.S.A.	BOLONO ROLL	Unregistered	N/A
U.S.A.	SALAMI ROLL	Unregistered	N/A
U.S.A.	SMIOKED TURKEY ROLL	Unregistered	N/A