

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM406012

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ALL HOLDING COMPANY, LLC		11/15/2016	Limited Liability Company: PENNSYLVANIA
BREAKTHROUGH LLC		11/15/2016	Limited Liability Company: DELAWARE
ALDERFER, LLC		11/15/2016	Limited Liability Company: PENNSYLVANIA
LEN HOLDING COMPANY, LLC		11/15/2016	Limited Liability Company: PENNSYLVANIA
LEIDY'S, LLC		11/15/2016	Limited Liability Company: PENNSYLVANIA
NEIGHBORHOOD MEAT MARKETS, LLC		11/15/2016	Corporation: PENNSYLVANIA
AHC ACQUISITION HOLDINGS, LLC		11/15/2016	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Monroe Capital Management Advisors, LLC, as administrative agent
<b>Street Address:</b>	311 South Wacker Drive, Suite 6400
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
<b>Registration Number:</b>	3279045	LEIDY'S
<b>Registration Number:</b>	3186965	LEIDY'S
<b>Registration Number:</b>	3319198	LEIDY'S SIMPLY DELICIOUS PORK
<b>Registration Number:</b>	4121093	LEIDY'S SIMPLY DELICIOUS PORK PENNSYLVAN
<b>Registration Number:</b>	3519237	NATURE'S TRADITION
<b>Registration Number:</b>	3526516	NATURE'S TRADITION NATURALLY GOOD
<b>Registration Number:</b>	4263719	PREMIUM LITE
<b>Registration Number:</b>	3516244	A ALDERFER NATURAL WOOD SMOKED MEATS
<b>Registration Number:</b>	4551398	ALDERFER

**TRADEMARK**

**CORRESPONDENCE DATA****Fax Number:** 3059615556*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:** 3055790558**Email:** chius@gtlaw.com**Correspondent Name:** Greenberg Traurig, P.A.**Address Line 1:** Sandy Chiu, Esq.**Address Line 2:** 333 S.E. 2nd Avenue, Suite 4400**Address Line 4:** Miami, FLORIDA 33131**ATTORNEY DOCKET NUMBER:** 123042.012000**NAME OF SUBMITTER:** Sandy Chiu**SIGNATURE:** /Sandy Chiu/**DATE SIGNED:** 11/18/2016**Total Attachments: 11**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is executed by the undersigned (each, a "Grantor") for the benefit of Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (the "Administrative Agent"), in connection with a Guaranty and Collateral Agreement dated as of November 15, 2016, among Grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, each Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. 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 Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein. This Agreement has been entered into by Grantors and Administrative Agent primarily for recording purposes. Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Credit Agreement and the Guaranty and Collateral Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Guaranty and Collateral Agreement, the terms and provisions of the Guaranty and Collateral Agreement shall govern.

This Agreement and all other security interests granted hereby shall terminate upon the Payment in Full of the Secured Obligations. Upon the termination of this Agreement, Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors and at the Grantors' expense to evidence and record the release of the security interests in the Collateral granted herein.

As used in this Agreement, the capitalized terms "Proceeds" and "Trademarks" are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

"Proceeds" means all "proceeds" as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of New York.

"Trademarks" means (a) all trademarks, trade names, corporate names, each Grantor's names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any "intent-to-use" applications), 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, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, WHICH SHALL APPLY).

This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

[Signature pages follow]

Each Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

GRANTORS:

ALL HOLDING COMPANY, LLC,  
a Pennsylvania limited liability company

By: James F. Van Stone  
Name: James F. Van Stone  
Title: President and CEO

BREAKTHROUGH LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Matthew Tarver  
Title: Authorized Person

ALDERFER, LLC,  
a Pennsylvania limited liability company

By: James F. Van Stone  
Name: James F. Van Stone  
Title: President and CEO

LEN HOLDING COMPANY, LLC,  
a Pennsylvania limited liability company

By: James F. Van Stone  
Name: James F. Van Stone  
Title: President and CEO

LEIDY'S, LLC,  
a Pennsylvania limited liability company

By: James F. Van Stone  
Name: James F. Van Stone  
Title: President and CEO

*Signature Page to Trademark Security Agreement*

**TRADEMARK**  
**REEL: 005925 FRAME: 0121**

Each Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

GRANTORS:


ALL HOLDING COMPANY, LLC,  
a Pennsylvania limited liability company

By: \_\_\_\_\_

Name: James F. Van Stone

Title: President and CEO

BREAKTHROUGH LLC,  
a Delaware limited liability company

By:  \_\_\_\_\_

Name: Matthew Tarver

Title: Authorized Person

ALDERFER, LLC,  
a Pennsylvania limited liability company

By: \_\_\_\_\_

Name: James F. Van Stone

Title: President and CEO

LEN HOLDING COMPANY, LLC,  
a Pennsylvania limited liability company

By: \_\_\_\_\_

Name: James F. Van Stone

Title: President and CEO

LEIDY'S, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: James F. Van Stone

Title: President and CEO

*Signature Page to Trademark Security Agreement*

**TRADEMARK**  
**REEL: 005925 FRAME: 0122**

NEIGHBORHOOD MEAT MARKETS, LLC,  
a Pennsylvania limited liability company

By: James F. Van Stone  
Name: James F. Van Stone  
Title: President and CEO

AHC ACQUISITION HOLDINGS, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Matthew Tarver  
Title: Authorized Person

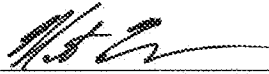
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**TRADEMARK**  
**REEL: 005925 FRAME: 0123**

NEIGHBORHOOD MEAT MARKETS, LLC,  
a Pennsylvania limited liability company

By: \_\_\_\_\_  
Name: James F. Van Stone  
Title: President and CEO

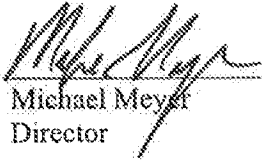
AHC ACQUISITION HOLDINGS, LLC,  
a Delaware limited liability company

By:  \_\_\_\_\_  
Name: Matthew Tarver  
Title: Authorized Person



Acknowledged:

MONROE CAPITAL MANAGEMENT  
ADVISORS, LLC, as Administrative Agent

By:  \_\_\_\_\_  
Name: Michael Meyer  
Title: Director

*Signature Page to Trademark Security Agreement*


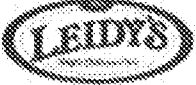
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SCHEDULE 1

**TRADEMARK COLLATERAL**

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**TRADEMARK  
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Mark/Name	Status/Status Date	Brief Goods/Services	Owner
LEIDY'S  LEIDY'S	Registered 8 & 15 October 29, 2012	(Int'l Class: 29) pork, pork, namely, tenderloin, pork chops, ribs, pork roast, sausage, [ souse, ] andouille, chorizo, longaniza, ham, scrapple, kielbasa, [ liverwurst, ] bologna and tasso	All Holding Company LLC (Pennsylvania Limited Liability Company)
LEIDY'S and Design  	Registered 8 & 15 December 15, 2012	(Int'l Class: 29) meats; pork; sausage, liverwurst, souse, scrapple and bacon	All Holding Company LLC (Pennsylvania Limited Liability Company)
LEIDY'S SIMPLY DELICIOUS PORK and Design  	Registered 8 & 15 September 28, 2013	(Int'l Class: 29) pork, namely, tenderloin, pork chops, ribs, pork roast, sausage, andouille, chorizo, [longaniza,] ham, scrapple, kielbasa, [liverwurst, ] bologna and tasso	All Holding Company LLC (Pennsylvania Limited Liability Company)
LEIDY'S SIMPLY DELICIOUS PORK PENNSYLVAN IA FARM FRESH "SIMPLY DELICIOUS PORK FROM	Registered April 3, 2012	(Int'l Class: 29) pork	All Holding Company LLC (Pennsylvania Limited Liability Company)

Mark/Name	Status/Status Date	Brief Goods/Services	Owner
<u>LOCAL FAMILY FARMS</u> and Design 			
<u>NATURE'S TRADITION</u> <small>NATURE'S TRADITION</small>	Registered § & 15 June 6, 2014	(Int'l Class: 29) pork; pork, namely, tenderloin, pork chops, ribs, pork roast	All Holding Company LLC (Pennsylvania Limited Liability Company)
<u>NATURE'S TRADITION NATURALLY GOOD</u> (Stylized) <small>NATURE'S TRADITION</small>	Registered § & 15 November 6, 2014	(Int'l Class: 29) pork, ham, bacon, sausage, pork cuts	All Holding Company LLC (Pennsylvania Limited Liability Company)
<u>PREMIUM LIFE</u> and Design 	Registered Principal Register - Sec. 2(F) December 25, 2012	(Int'l Class: 29) turkey, beef, ham, and pork	All Holding Company LLC (Pennsylvania Limited Liability Company)
<u>A ALDERFER NATURAL WOOD SMOKED MEATS</u> and Design 	Registered § & 15 November 23, 2013	(Int'l Class: 29) pork; beef; corned beef; dried beef; roast beef; processed meat, namely, turkey; turkey	All Holding Company LLC (Pennsylvania Limited Liability Company)
<u>ALDERFER</u>	Registered Principal	(Int'l Class: 29) pork, ham, bacon,	All Holding Company LLC (Pennsylvania Limited

<b>Mark/Name</b>	<b>Status/Status Date</b>	<b>Brief Goods/Services</b>	<b>Owner</b>
ALDERFER	Register - Sec. 2(F) June 17, 2014	bologna, pork roll, and deli meats	Liability Company)

