

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/21)

11/15/2016



103676275

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

11-15-16

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

TALL TREE FOODS HOLDINGS, INC.;

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 8/12/16

- Assignment
- Security Agreement
- Other SECURITY INTEREST
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: FIFTH THIRD BANK, a U.S. Regional Banking Corp.

Street Address: 1225 SEVENTEENTH STREET, SUITE 2850

City: DENVER

State: CO

Country: USA Zip: 80202

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Cincinnati, OH USA
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: SKYLAR MARSHALL

Internal Address: _____

Street Address: 270 SAINT PAUL STREET

City: DENVER

State: CO Zip: 80206

Phone Number: 303-394-7211

Docket Number: _____

Email Address: smarshall@ckbrlaw.com

6. Total number of applications and registrations involved:

29

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$740.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 11/15/2016 KNGUYEN1 88888820 1023856

Authorized User Name 01 EG:AS21 40.00 DP
02 FC:8322 700.00 DP

9. Signature: [Signature]

Signature

SKYLAR MARSHALL

Name of Person Signing

Date








Total number of pages including cover sheet, attachments, and document: 16




Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

1. Name of Conveying party(ies):

TALL TREE FOODS HOLDINGS, INC., a Delaware corporation;
TALL TREE FOODS, INC., a Delaware corporation;
RICHARDS CAJUN FOODS CORP., a Delaware corporation;
CARLTON FOODS CORP., a Delaware corporation;
PREFCO CORP., a Delaware corporation;
CARLTON FOOD PRODUCTS LLC, a Delaware limited liability company;
CARLTON FOOD PRODUCTS, LP, a Texas limited partnership;
BLUE RIBBON FOODS LLC, a Delaware limited liability company;
BLUE RIBBON, LP, a Texas limited partnership;
KSC FOODS, INC., a Delaware corporation;
KLEMENT SAUSAGE CO., INC., a Wisconsin corporation;
KSC FOODS, LLC, a Delaware limited liability company;
KLEMENT COMPANY LIMITED PARTNERSHIP, a Wisconsin limited
partnership; and
JANUARY FOODS CORP., a Delaware corporation

4. Application or Registration Nos. and Identification of Description of Trademark

Legal Name of Owner	Trademark Registration/Applicat ion No.	Reproduction of Trademark
Carlton Foods Corp.	1,023,856	
Carlton Foods Corp.	2,007,809	SNACKWURST
Carlton Food Products, LP	4,584,908	
Klement Sausage Co., Inc.	1,142,727	
Klement Sausage Co., Inc.	3,684,763	BACKYARD BRATWURST
Klement Sausage Co., Inc.	4,994,088	EUROPEAN TRADITIONS
Klement Sausage Co., Inc.	4,933,454	SAUSAGE THAT LINKS PEOPLE TOGETHER
Prefco Corp.	2,459,977	BLUE RIBBON BRAND TEXAS TRADITIONS
Prefco Corp.	2,064,470	
Prefco Corp.	4,082,802	
Prefco Corp.	3,913,354	TEXAS TRADITIONS
Prefco Corp.	4,079,537	
Prefco Corp.	2,145,625	

	Prefco Corp.	4,062,982	
	Prefco Corp.	2,086,928	
	Richards Cajun Foods Corp.	4,755,013	RICHARD'S
	Richards Cajun Foods Corp.	2,349,075	RICHARD'S CAJUN FAVORITES
	Richards Cajun Foods Corp.	2,500,652	RICHARD'S CAJUN STYLE
	Richards Cajun Foods Corp.	4,743,430	
	Richards Cajun Foods Corp.	4,947,103	C'EST SI BON
	Richards Cajun Foods Corp.	4,743,719	KRAZY CAJUN
	Richards Cajun Foods Corp.	4,753,601	ANDOUILLE PEPITES
	Richards Cajun Foods Corp.	4,856,831	FIRST CHOICE OF CAJUN COUNTRY
	Klement Sausage Co., Inc.	86/864,536	FIT LIFESTYLE
	Klement Sausage Co., Inc.	86/453,333	#LINKUP
	Klement Sausage Co., Inc.	86/864,546	BACKYARD SELECTS
	Klement	86/864,540	FOUNDER'S SELECT

	Sausage Co., Inc.		
	Klement Sausage Co., Inc.	86/870,966	OFF THE GRILL
	Klement Sausage Co., Inc.	86/870,972	<i>off the Grill</i>

**GRANT OF
SECURITY INTEREST IN PATENTS, TRADEMARKS, SERVICE MARKS AND
COPYRIGHTS**

This GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, SERVICE MARKS AND COPYRIGHTS (this “**Agreement**”) is entered into effective as of August 12, 2016 by and between TALL TREE FOODS HOLDINGS, INC., a Delaware corporation (as “**Holdings**”), and TALL TREE FOODS, INC., a Delaware corporation, RICHARDS CAJUN FOODS CORP., a Delaware corporation, CARLTON FOODS CORP., a Delaware corporation, PREFCO CORP., a Delaware corporation, CARLTON FOOD PRODUCTS LLC, a Delaware limited liability company, CARLTON FOOD PRODUCTS, LP, a Texas limited partnership, BLUE RIBBON FOODS LLC, a Delaware limited liability company, BLUE RIBBON, LP, a Texas limited partnership, KSC FOODS, INC., a Delaware corporation, KLEMENT SAUSAGE CO., INC., a Wisconsin corporation, KSC FOODS, LLC, a Delaware limited liability company, and KLEMENT COMPANY LIMITED PARTNERSHIP, a Wisconsin limited partnership, JANUARY FOODS CORP., a Delaware corporation (collectively, the “**Grantors**” and each, a “**Grantor**”), and FIFTH THIRD BANK, in its capacity as Agent (the “**Agent**”) for the Lenders referred to below, each of which are parties to that certain Patent, Trademark and Copyright Security Agreement, dated as of August 12, 2016 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between TALL TREE FOODS HOLDINGS, INC., a Delaware corporation (as “**Holdings**”), and TALL TREE FOODS, INC., a Delaware corporation, RICHARDS CAJUN FOODS CORP., a Delaware corporation, CARLTON FOODS CORP., a Delaware corporation, PREFCO CORP., a Delaware corporation, CARLTON FOOD PRODUCTS LLC, a Delaware limited liability company, CARLTON FOOD PRODUCTS, LP, a Texas limited partnership, BLUE RIBBON FOODS LLC, a Delaware limited liability company, BLUE RIBBON, LP, a Texas limited partnership, KSC FOODS, INC., a Delaware corporation, KLEMENT SAUSAGE CO., INC., a Wisconsin corporation, KSC FOODS, LLC, a Delaware limited liability company, and KLEMENT COMPANY LIMITED PARTNERSHIP, a Wisconsin limited partnership, JANUARY FOODS CORP., a Delaware corporation (collectively, the “**Pledgors**” and each, a “**Pledgor**”) and the Agent.

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit Agreement (as amended, restated, modified or supplemented from time to time, the “**Revolving Credit Agreement**”) dated as of August 12, 2016 by and among the Pledgor (as a Borrower within the Revolving Credit Agreement), the Grantor (as a Borrower within the Revolving Credit Agreement), each of the other Borrowers and Guarantors (as defined therein), the Lenders (the “**Lenders**” as defined therein) and the Agent, the Agent and the Lenders have agreed to provide certain loans and other financial accommodations to the Borrower, and the Grantor has agreed, among other things, to grant a security interest to the Agent in the Grantor’s Patents, Trademarks and Copyrights (as defined in the Security Agreement); and

WHEREAS, in connection with the Revolving Credit Agreement and the Security Agreement, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms used in this Agreement have the meanings provided, or provided by reference in, the Security Agreement.

SECTION 2. Grant of Security Interest. Subject to the terms and conditions of the Revolving Credit Agreement and the Security Agreement, the Grantor hereby grants to and creates in favor of the Agent, for the benefit of the Agent and the Lenders, a security interest in and to all of the Grantor's Patents, Trademarks and Copyrights (including, without limitation, those items listed on Schedule A, Schedule B and Schedule C attached hereto) (collectively, the "Collateral"); provided, however, that notwithstanding anything to the contrary herein, no security interest shall be deemed granted hereunder in any intent to use trademark applications solely to the extent that, and during the period in which, the grant of a security interest therein would impair the validity or enforceability thereof or result in the cancellation or voiding thereof.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. The security interest granted hereby has been granted to the Agent, for the benefit of the Agent and the Lenders, in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agents and Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor hereby further acknowledges and affirms that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Revolving Credit Agreement and the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same original.

[Remainder of the page intentionally left blank - Signature page follows.]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed and delivered by their respective Authorized Officers thereunto duly authorized as of the day and year first above written.

GRANTORS:

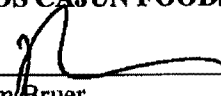
TALL TREE FOODS HOLDINGS, INC.

By: 
Name: Tim Bruer
Title: President

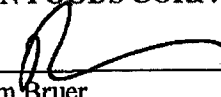
TALL TREE FOODS, INC.

By: 
Name: Tim Bruer
Title: President & Chief Executive Officer


RICHARDS CAJUN FOODS CORP.

By: 
Name: Tim Bruer
Title: President

CARLTON FOODS CORP.

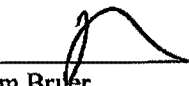
By: 
Name: Tim Bruer
Title: President

PREFCO CORP

By: 
Name: Tim Bruer
Title: President

CARLTON FOOD PRODUCTS LLC

BY: CARLTON FOODS CORP.,
its sole member

By: 
Name: Tim Bruer
Title: President

CARLTON FOOD PRODUCTS, LP

BY: CARLTON FOODS CORP.,
its general partner

By: _____
Name: Tim Bruer
Title: President

BLUE RIBBON FOODS LLC

BY: PREFCO CORP.,
its sole member

By: _____
Name: Tim Bruer
Title: President

BLUE RIBBON, LP

BY: PREFCO CORP.,
its general partner

By: _____
Name: Tim Bruer
Title: President

KSC FOODS, INC.

By: _____
Name: Tim Bruer
Title: President & Chief Executive Officer

KSC FOODS, LLC

BY: KSC FOODS INC.,
its sole member


By: _____
Name: Tim Bruer
Title: President & Chief Executive Officer

KLEMENT SAUSAGE CO., INC.


By: _____
Name: Tim Bruer
Title: President

**KLEMENT COMPANY LIMITED
PARTNERSHIP**

By: KSC FOODS, INC.,
its general partner

By: 
Name: Tim Bruer
Title: President & Chief Executive Officer

JANUARY FOODS CORP.

By: 
Name: Tim Bruer
Title: President

AGENT:

FIFTH THIRD BANK, as Administrative
Agent and Lender

By *Amelia Deary*
Its AVP

[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, SERVICE
MARKS AND COPYRIGHTS]

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TRADEMARK
REEL: 005929 FRAME: 0217

**SCHEDULE A
TO GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, SERVICE
MARKS AND COPYRIGHTS**

UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS

1. Patents:

None.

2. Patent Applications:






None.

**SCHEDULE B
TO GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, SERVICE
MARKS AND COPYRIGHTS**

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS


1. Trademarks and Service Marks:

<u>Exact Legal Name of Owner</u>	<u>Description of Intellectual Property</u>	<u>Application or Registration Number(s)</u>	<u>Application or Registration Date(s)</u>
Carlton Foods Corp.		1,023,856	28-Oct-1975
Carlton Foods Corp.	SNACKWURST	2,007,809	15-Oct-1996
Carlton Food Products, LP		4,584,908	12-Aug-2014
Klement Sausage Co., Inc.		1,142,727	09-Dec-1980
Klement Sausage Co., Inc.	BACKYARD BRATWURST	3,684,763	22-Sep-2009
Klement Sausage Co., Inc.	EUROPEAN TRADITIONS	4,994,088	05-Jul-2016
Klement Sausage Co., Inc.	SAUSAGE THAT LINKS PEOPLE TOGETHER	4,933,454	05-Apr-2016
Prefco Corp.	BLUE RIBBON BRAND TEXAS TRADITIONS	2,459,977	12-Jun-2001
Prefco Corp.		2,064,470	27-May-1997
Prefco Corp.		4,082,802	10-Jan-2012
Prefco Corp.	TEXAS TRADITIONS	3,913,354	01-Feb-2011

Prefco Corp.		4,079,537	03-Jan-2012
Prefco Corp.		2,145,625	24-Mar-1998
Prefco Corp.		4,062,982	29-Nov-2011
Prefco Corp.		2,086,928	12-Aug-1997
Richards Cajun Foods Corp.	RICHARD'S	4,755,013	16-Jun-2015
Richards Cajun Foods Corp.	RICHARD'S CAJUN FAVORITES	2,349,075	09-May-2000
Richards Cajun Foods Corp.	RICHARD'S CAJUN STYLE	2,500,652	23-Oct-2001
Richards Cajun Foods Corp.		4,743,430	26-May-2015
Richards Cajun Foods Corp.	C'EST SI BON	4,947,103	26-Apr-2016
Richards Cajun Foods Corp.	KRAZY CAJUN	4,743,719	26-May-2015

Richards Cajun Foods Corp.	ANDOUILLE PEPITES	4,753,601	09-Jun-2015
Richards Cajun Foods Corp.	FIRST CHOICE OF CAJUN COUNTRY	4,856,831	17-Nov-2015

2. Trademark and Service Mark Applications:

<u>Exact Legal Name of Owner</u>	<u>Description of Intellectual Property</u>	<u>Application or Registration Number(s)</u>	<u>Application or Registration Date(s)</u>
Klement Sausage Co., Inc.	FIT LIFESTYLE	86/864,536	04-Jan-2016
Klement Sausage Co., Inc.	#LINKUP	86/453,333	13-Nov-2014
Klement Sausage Co., Inc.	BACKYARD SELECTS	86/864,546	04-Jan-2016
Klement Sausage Co., Inc.	FOUNDER'S SELECT	86/864,540	04-Jan-2016
Klement Sausage Co., Inc.	OFF THE GRILL	86/870,966	11-Jan-2016
Klement Sausage Co., Inc.		86/870,972	11-Jan-2016

**SCHEDULE C
TO GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, SERVICE
MARKS AND COPYRIGHTS**

UNITED STATES COPYRIGHTS REGISTRATIONS AND APPLICATIONS

1. Copyrights:

None.

2. Copyright Applications:

None.