

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM412533

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FLORIDA FOODS PRODUCTS, LLC		01/17/2017	Limited Liability Company: FLORIDA
FLORIDA FOOD HOLDING CORP.		01/17/2017	Corporation: DELAWARE
FFP EXPORT, INC.		01/17/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO HARRIS BANK N.A.		
<b>Street Address:</b>	111 WEST MONROE		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	NATIONAL BANKING ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4667035	TEXDRY	
<b>Registration Number:</b>	4208153	FIBERGEL LC	
<b>Registration Number:</b>	3429173	VEG STABLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	ELIZABETH.BURKHARD@HKLAW.COM		
<b>Correspondent Name:</b>	HOLLAND & KNIGHT LLP		
<b>Address Line 1:</b>	10 ST. JAMES AVE.		
<b>Address Line 2:</b>	11TH FLOOR		
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02116		
<b>ATTORNEY DOCKET NUMBER:</b>	120968.00049		
<b>NAME OF SUBMITTER:</b>	LAURA O'BRIEN		
<b>SIGNATURE:</b>	/LAURA O'BRIEN/		
<b>DATE SIGNED:</b>	01/17/2017		

OP \$90.00 4667035

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of January 17, 2017 (the “**Effective Date**”) among each of the signatories hereto as grantors (collectively, the “**Grantors**”) in favor of BMO HARRIS BANK, N.A., as lender (together with its permitted assigns in such capacity, the “**Lender**”).

### RECITALS:

**WHEREAS**, reference is made to that certain Credit and Security Agreement, dated as of January 17, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among the Grantors, the other grantors party thereto and the Lenders; and

**WHEREAS**, under the terms of the Credit Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Lender a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Credit Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the Obligations, each Grantor hereby grants to the Lender a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

(a) All Patents and Patent Licenses, including, but not limited to: all registrations, provisional and applications referred to in **Schedule 1** hereto; and

(b) All Trademarks and Trademark Licenses, including, but not limited to the registrations and applications referred to in **Schedule 1** hereto.

**Section 2. Recordation.** Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 3. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

**Section 4. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

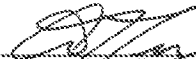
**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any

provisions of this Intellectual Property Security Agreement are in conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.


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IN WITNESS WHEREOF, each Grantor and the Lender have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

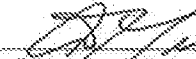
**FLORIDA FOODS PRODUCTS, LLC**  
as a Grantor

By:   
Name: AJ Pacey  
Title: Vice President

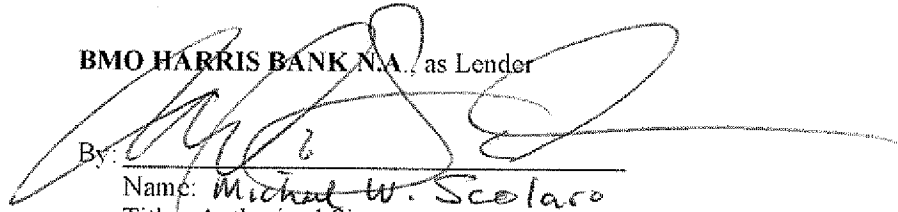
**FLORIDA FOOD HOLDING CORP.**  
as a Grantor

By:   
Name: AJ Pacey  
Title: Vice President

**FFP EXPORT, INC.**  
as a Grantor

By:   
Name: AJ Pacey  
Title: Vice President

**BMO HARRIS BANK N.A.** as Lender

A large, stylized handwritten signature in black ink, appearing to read 'Michael W. Scolaro', is written over a horizontal line.

By:

Name: *Michael W. Scolaro*

Title: Authorized Signatory

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Patents

None.

2. Trademarks

Grantor	Trademarks	Filing Date	Status	Serial No.
Florida Food Products, LLC	TEXDRY	January 6, 2015	Registered	4667035
Florida Food Products, LLC	FIBERGEL LC	September 18, 2012	Registered	4208153
Florida Food Products, LLC	VEG STABLE	May 20, 2008	Registered	3429173