

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM419872

<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>
GODSHALL'S QUALITY MEATS, INC.		03/02/2017	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITIZENS BANK OF PENNSYLVANIA		
<b>Street Address:</b>	3025 CHEMICAL ROAD		
<b>Internal Address:</b>	SUITE 300		
<b>City:</b>	PLYMOUTH MEETING		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19462		
<b>Entity Type:</b>	Chartered Bank: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4950051	GODSHALL'S	
<b>Registration Number:</b>	4854861	W WEAVER'S ESTABLISHED 1885	
<b>Registration Number:</b>	3760152	DEEN-HALAL	
<b>Registration Number:</b>	3777342	TURKERONI	
<b>Registration Number:</b>	3736207	DEEN-HALAL	
<b>Registration Number:</b>	4078496	GODSHALL'S PREMIUM MEAT AND TURKEY PRODU	
<b>Serial Number:</b>	87261899	CRUMBLZ	
<b>Serial Number:</b>	87240232	GODSHALL'S ARTISAN BUTCHER	
<b>Serial Number:</b>	86689769	GODSHALL'S CHICKERONI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>Phone:</b>	215-569-5619		
<b>Email:</b>	PECSENYE@BLANKROME.COM		
<b>Correspondent Name:</b>	TIMOTHY D. PECSENYE		
<b>Address Line 1:</b>	BLANK ROME LLP		
<b>Address Line 2:</b>	ONE LOGAN SQUARE		

OP \$240.00 4950051

**Address Line 4:** PHILADELPHIA, PENNSYLVANIA 19103

**ATTORNEY DOCKET NUMBER:** 116280-01035

**NAME OF SUBMITTER:** Timothy D. Pecsénye

**SIGNATURE:** /Timothy D. Pecsénye/

**DATE SIGNED:** 03/16/2017

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of March 2, 2017, is made by and between **GODSHALL'S QUALITY MEATS, INC.**, a Pennsylvania corporation (the "Grantor"), and **CITIZENS BANK OF PENNSYLVANIA**, a Pennsylvania state chartered bank, in its capacity as Agent for the Lenders under the Loan Agreement (as defined below) (together with its successors and permitted assigns, "Agent"), having a business location at 3025 Chemical Road, Suite 300, Plymouth Meeting, Pennsylvania 19462. Capitalized terms used herein and not herein defined shall have the same meanings assigned to such terms in the Loan Agreement (as defined below).

NOW, THEREFORE, for valuable consideration hereby acknowledged, the parties agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Copyrights" means all of the Grantor's right, title and interest in and to the registered copyrights listed on Exhibit A, including, without limitation, all renewals and extensions of the foregoing, and all products and proceeds of the foregoing, including the right to receive Royalties with respect to any of the foregoing, and the right to sue for any past, present or future infringement or violation thereof.

"Loan Agreement" means the Loan and Security Agreement, dated as of the date hereof, among Grantor, as Borrower, the other Loan Parties party thereto, Agent and the Lenders from time to time party thereto, as amended, restated, supplemented or otherwise modified from time to time.

"Patents" means all of the Grantor's right, title and interest in and to the patents and applications for patents listed on Exhibit B, including, without limitation, all divisionals, continuations, continuations-in-part, reissues, reexaminations and extensions of the foregoing, Royalties with respect to any of the foregoing and the right to sue for any past, present or future infringement or violation thereof.

"Royalties" means all royalties, fees, expense reimbursement and other amounts payable to Grantor.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Grantor's right, title and interest in and to the registered or pending trademarks and service marks listed on Exhibit C, including, without limitation, the respective goodwill associated with any of the foregoing, Royalties

with respect to any of the foregoing and the right to sue for any past, present or future infringement, dilution or violation thereof.

2. Security Interest. The Grantor hereby grants to the Agent, for the benefit of Agent and Secured Parties, a security interest in and lien upon (the "Security Interest") the Copyrights, the Patents and the Trademarks to secure payment of the Obligations. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title and makes no assignment and grants no right to assign.

3. Remedies. Upon the occurrence and during the continuance of an Event of Default, the Agent and Lenders may exercise any or all remedies available under the Loan Agreement.


4. Loan Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the Security Interest in the Copyrights, Trademarks and Patents 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.

5. Governing Law. This Agreement shall be governed by the internal law of the Commonwealth of Pennsylvania without regard to conflicts of law provisions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

**GODSHALL'S QUALITY MEATS, INC., as  
Grantor**

By:   
Name: Mark B. Godshall  
Title: President and Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

**CITIZENS BANK OF PENNSYLVANIA, as Agent**

By: \_\_\_\_\_  
Name: Eric Ritter  
Title: Senior Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

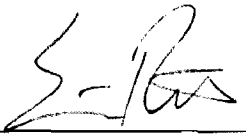
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**GODSHALL'S QUALITY MEATS, INC., as  
Grantor**

By: \_\_\_\_\_  
Name: Mark B. Godshall  
Title: President and Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

**CITIZENS BANK OF PENNSYLVANIA, as Agent**

By:  \_\_\_\_\_  
Name: Eric Ritter  
Title: Senior Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

EXHIBIT A

UNITED STATES REGISTERED OR PENDING COPYRIGHTS

None.

EXHIBIT B

UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS

None.



EXHIBIT C

UNITED STATES REGISTERED OR PENDING TRADEMARKS AND SERVICE MARKS

<b>Trademark</b>	<b>Owner</b>	<b>Registration No. (Application No.)</b>	<b>Registration Date (Application Date)</b>
<b>CRUMBLZ</b>	Godshall's Quality Meats, Inc.	(87261899)	(12/08/2016)
<b>GODSHALL'S ARTISAN BUTCHER</b>	Godshall's Quality Meats, Inc.	(87240232)	(11/18/2016)
<b>GODSHALL'S CHICKERONI</b>	Godshall's Quality Meats, Inc.	(86689769)	(07/10/2015)
<b>GODSHALL'S</b>	Godshall's Quality Meats, Inc.	4950051	05/03/2016
	Godshall's Quality Meats, Inc.	4854861	11/17/2015
	Godshall's Quality Meats, Inc.	3760152	03/16/2010
<b>TURKERONI</b>	Godshall's Quality Meats, Inc.	3777342	04/20/2010
<b>DEEN-HALAL</b>	Godshall's Quality Meats, Inc.	3736207	01/12/2010
	Godshall's Quality Meats, Inc.	4078496	01/03/2012