

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422343

| | | | |
|--|---|--|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| HARVEST MEAT COMPANY, INC. | | 04/03/2017 | Corporation: DELAWARE |
| HAMILTON MEAT, LLC | | 04/03/2017 | Limited Liability Company: CALIFORNIA |
| WESTERN BOXED MEATS DISTRIBUTORS, INC. | | 04/03/2017 | Corporation: OREGON |
| SFD COMPANY LLC | | 04/03/2017 | Limited Liability Company: MICHIGAN |
| SHERWOOD FOOD DISTRIBUTORS, L.L.C. | | 04/03/2017 | Limited Liability Company: MICHIGAN |
| RECEIVING PARTY DATA | | | |
| Name: | PNC BANK, NATIONAL ASSOCIATION | | |
| Street Address: | COMMERCIAL LOAN SERVICE CENTER/DCC | | |
| Internal Address: | 500 FIRST AVENUE | | |
| City: | PITTSBURGH | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 15219 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 26 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1460248 | CATTLE LAND | |
| Registration Number: | 2147517 | WESTERN BOXED MEAT, INC. | |
| Registration Number: | 2147518 | WESTERN BOXED MEAT, INC. "PURVEYING QUAL | |
| Registration Number: | 3401406 | WBX WESTERN BOXED MEATS | |
| Registration Number: | 2766645 | HARVEST MEAT COMPANY, INC. | |
| Registration Number: | 2831463 | IOWA GOLD BRAND MADE IN NEBRASKA | |
| Registration Number: | 3347449 | JSS JOSEPH SOLOMON SALES | |
| Registration Number: | 4601540 | HARVEST MEAT COMPANY, INC. | |
| Registration Number: | 4638530 | HARVEST CHEESE COMPANY | |
| Registration Number: | 4660999 | HARVEST LOGISTICS | |
| Registration Number: | 4796166 | HARVEST MEAT COMPANY | |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------------------|
| Registration Number: | 4800566 | HARVEST POULTRY COMPANY |
| Registration Number: | 4809524 | HARVEST ORGANIC BEEF CO. |
| Registration Number: | 5021004 | HARVEST FOOD DISTRIBUTORS |
| Registration Number: | 5031966 | IOWA GOLD BRAND PREMIUM QUALITY |
| Registration Number: | 4746168 | HAMILTON MEATS AND PROVISIONS |
| Registration Number: | 4746167 | HAMILTON MEATS AND PROVISIONS |
| Registration Number: | 2179340 | PINEBROOK VALLEY |
| Registration Number: | 2317166 | AMISH VALLEY |
| Registration Number: | 2393225 | MEAT PRODUCTS FROM PEOPLE WHO CARE |
| Registration Number: | 2428058 | |
| Registration Number: | 2587101 | DUTCH BRAND |
| Registration Number: | 4918218 | HAPPY SEAS |
| Registration Number: | 4931346 | HAPPY SEAS |
| Registration Number: | 4931351 | HAPPY SEAS |
| Registration Number: | 5065618 | BAY PREMIUM |

CORRESPONDENCE DATA

Fax Number: 2158325619
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: 215-569-5619
Email: PECSENYE@BLANKROME.COM
Correspondent Name: TIMOTHY D. PECSENYE
Address Line 1: BLANK ROME LLP
Address Line 2: ONE LOGAN SQUARE
Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

| | |
|--------------------------------|-----------------------|
| ATTORNEY DOCKET NUMBER: | 074658-15048 |
| NAME OF SUBMITTER: | Timothy D. Pecsénye |
| SIGNATURE: | /Timothy D. Pecsénye/ |
| DATE SIGNED: | 04/04/2017 |

Total Attachments: 10
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 3rd day of April, 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and PNC BANK, NATIONAL ASSOCIATION ("PNC"), in its capacity as agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated as of April 3, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Surfline Holdings, LLC, a Delaware corporation ("Parent"), Harvest Meat Company, Inc., a Delaware corporation ("Harvest"), Western Boxed Meats Distributors, Inc., an Oregon corporation ("Western"), Hamilton Meat, LLC, a California limited liability company ("Hamilton"), SFD Acquisition LLC, a Delaware limited liability company ("SFD Acquisition"), SFD Company LLC, a Michigan limited liability company ("SFD"), Sherwood Food Distributors, L.L.C., a Michigan limited liability company ("Sherwood", together with Harvest, Western, SFD Acquisition, SFD and each other Subsidiary that becomes a party to the Credit Agreement as a "Borrower" in accordance with its terms are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, the "Borrowers"), certain Subsidiaries of Parent party thereto from time to time as guarantors, the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Agent, the Secured Parties (as defined in the Credit Agreement) have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Secured Parties are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the Other Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.4 of the Credit Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each of the Secured Parties, to secure the Obligations, a continuing Security Interest in all of such Grantor's

right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I; provided, that with respect to the Trademark Intellectual Property Licenses, such rights are subject to the consent of the applicable licensor(s);

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, or any other Secured Party, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Security Interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantors shall modify this Trademark Security Agreement by amending Schedule I to include any new Trademark registrations or applications therefor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing Security Interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is an Other Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement.

Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN ARTICLES XII AND XVI OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

8. AMENDMENT AND RESTATEMENT. As of the date hereof, the terms, conditions, schedules, agreements, covenants, representations and warranties in that certain Trademark Security Agreement dated as of August 7, 2015, among certain of the Grantors and Agent are hereby amended and restated in their entirety, and as so amended and restated, replaced and superseded, by the terms, conditions, agreements, covenants, representations and warranties set forth in this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

HARVEST MEAT COMPANY, INC.,
a Delaware corporation

By: 
Name: Greg Johnson
Title: Chief Financial Officer

HAMILTON MEAT, LLC,
a California limited liability company

By: 
Name: Greg Johnson
Title: Chief Financial Officer

WESTERN BOXED MEATS DISTRIBUTORS, INC., an Oregon corporation

By: 
Name: Greg Johnson
Title: Chief Financial Officer

SFD COMPANY LLC,
a Michigan limited liability company

By: _____
Name: Shant Babikian
Title: Vice President and Secretary

SHERWOOD FOOD DISTRIBUTORS, L.L.C.,
a Michigan limited liability company

By: _____
Name: Shant Babikian
Title: Vice President and Secretary

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

HARVEST MEAT COMPANY, INC.,
a Delaware corporation

By: _____
Name: Greg Johnson
Title: Chief Financial Officer

HAMILTON MEAT, LLC,
a California limited liability company

By: _____
Name: Greg Johnson
Title: Chief Financial Officer

**WESTERN BOXED MEATS DISTRIBUTORS,
INC.,** an Oregon corporation

By: _____
Name: Greg Johnson
Title: Chief Financial Officer

SFD COMPANY LLC,
a Michigan limited liability company

By: Shant Babikian
Name: Shant Babikian
Title: Vice President and Secretary

SHERWOOD FOOD DISTRIBUTORS, L.L.C.,
a Michigan limited liability company

By: Shant Babikian
Name: Shant Babikian
Title: Vice President and Secretary

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

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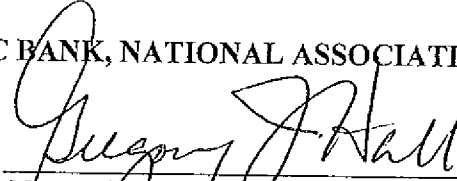
TRADEMARK
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AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION

By:



Name: Gregory J. Hall

Title: Senior Vice President

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY
AGREEMENT]

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TRADEMARK
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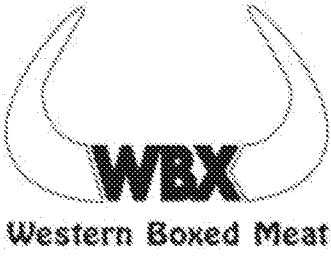


SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

U.S. Federal Trademark Registrations:

| NAME | LOGO OR WORD MARK | STATUS | OWNER |
|----------------------------------|---|---|---|
| Cattle Land | Cattle Land | 1 st Renewal 20070926 | Western Boxed Meats Distributors, Inc. |
| Country Harvest Farms |  | 3/30/2013 9:32:06 PM "mark is refused because of a likelihood of confusion with the mark in U.S. Registration No. 1620260." | Harvest Meat Company, Inc. |
| Hamilton Meats and Provisions |  | Registered June 2, 2015 | Hamilton Meat, LLC |
| Hamilton Meats and Provisions | Hamilton Meats and Provisions | Registered June 2, 2015 | Hamilton Meat, LLC |
| Harvest |  | | Harvest Meat Company, Inc. |
| Harvest Cheese Company |  | Registered November 11, 2014 | Harvest Meat Company, Inc. |
| Harvest Logistics |  | Registered December 24, 2014 | Harvest Meat Company, Inc. |

| NAME | LOGO OR WORD MARK | STATUS | OWNER |
|----------------------------------|---|--|----------------------------|
| Harvest Meat Company |  | Notice of Allowance May 19, 2015 – SOU filed 6-25-15 | Harvest Meat Company, Inc. |
| Harvest Meat Company, Inc | Harvest Meat Company, Inc. | Registered September 9, 2014 | Harvest Meat Company, Inc. |
| Harvest Meat Company, Inc. |  | 1 st Renewal 20121006 | Harvest Meat Company, Inc. |
| Harvest Meat Company, Inc. |  | Mexico Registration May 22, 2015 | Harvest Meat Company, Inc. |
| Harvest Organic Beef Co. |  | Notice of Allowance May 19, 2015 – SOU filed 6-25-15 | Harvest Meat Company, Inc. |
| Harvest Poultry Company |  | Notice of Allowance May 26, 2015 – SOU filed 6-25-15 | Harvest Meat Company, Inc. |
| Iowa Gold Brand Made in Nebraska |  | 1 st Renewal 20130418 | Harvest Meat Company, Inc. |

| NAME | LOGO OR WORD MARK | STATUS | OWNER |
|--|---|--|--|
| Iowa Gold Brand Premium Quality |  | Rejected October 29, 2009 "geographically deceptive and primarily geographically deceptively misdescriptive" | Harvest Meat Company, Inc. |
| Iowa Gold Brand Premium Quality Made in Oklahoma |  | | Harvest Meat Company, Inc. |
| JSS Joseph Solomon Sales |  | Registration Date December 4, 2007 | Harvest Meat Company, Inc. |
| WBX Western Boxed Meats |  | Registration Date March 25, 2008 | Western Boxed Meats Distributors, Inc. |
| Western Boxed Meat, Inc. "Purveying Quality and Services in Boxed Meats" |  | 1 st Renewal 20070926 | Western Boxed Meats Distributors, Inc. |
| Amish Valley |  | Current | Sherwood Food Distributors, L.L.C. |

| NAME | LOGO OR WORD MARK | STATUS | OWNER |
|------------------------------------|---|---------|------------------------------------|
| Bay Premium |  | Current | Sherwood Food Distributors, L.L.C. |
| Dutch Brand |  | Current | Sherwood Food Distributors, L.L.C. |
| Dutch Girl |  | Current | Sherwood Food Distributors, L.L.C. |
| Happy Seas | HAPPYSEAS | Current | Sherwood Food Distributors, L.L.C. |
| Happy Seas (Fish Design) |  | Current | Sherwood Food Distributors, L.L.C. |
| Happy Seas (Shrimp Design) |  | Current | Sherwood Food Distributors, L.L.C. |
| Meat Products From People Who Care | MEAT PRODUCTS FROM PEOPLE WHO CARE | Current | Sherwood Food Distributors, L.L.C. |
| Pinebrook Valley | PINEBROOK VALLEY | Current | Sherwood Food Distributors, L.L.C. |

U.S. Trademark Applications:

None.

U.S. State Trademark Registrations:

| NAME | LOGO OR WORD MARK | STATE | STATUS | OWNER |
|------------------------------|------------------------------|----------|---------|-----------------|
| Nationwide Marketing Company | Nationwide Marketing Company | Nebraska | Current | SFD Company LLC |
| Nationwide Marketing Company | Nationwide Marketing Company | Nebraska | Current | SFD Company LLC |

U.S. State Trademark Applications:

None.