

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425169

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shamrock Foods Company		04/13/2017	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	John Hancock Life Insurance Company (U.S.A.)		
Street Address:	197 Clarendon Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 68			
Property Type	Number	Word Mark	
Registration Number:	1618160	SHAMROCK FOODS COMPANY	
Registration Number:	1625386	SHAMROCK	
Registration Number:	1629594	SHAMROCK FOODS COMPANY	
Registration Number:	1729605	SHAMROCK FOODS COMPANY	
Registration Number:	1730477		
Registration Number:	1760897	SHAMROCK FOODS	
Registration Number:	1761590	SHAMROCK FOODS COMPANY	
Registration Number:	1761602	SHAMROCK	
Registration Number:	1826743	SHAMROCK	
Registration Number:	1846288	SHAMROCK	
Registration Number:	1848810	SHAMROCK	
Registration Number:	1859814	SHAMROCK	
Registration Number:	1922298	SHAMROCK FARMS	
Registration Number:	1922299		
Registration Number:	1932926		
Registration Number:	2011418		
Registration Number:	2184191	XTREME	
Registration Number:	2229165	TRIFOGLIO	
Registration Number:	2292306	RATTLE SHAKE	

CH \$1715.00 1618160

Property Type	Number	Word Mark
Registration Number:	2292305	RATTLE SHAKE
Registration Number:	2305634	TRIFOGLIO
Registration Number:	2313683	
Registration Number:	2315949	MMMMILK
Registration Number:	2412585	
Registration Number:	2425043	SHAMROCK FARMS
Registration Number:	2449115	EMERALD VALLEY RANCH
Registration Number:	2449116	
Registration Number:	2526483	SHAMROCK
Registration Number:	2839233	DELIVERING SATISFACTION
Registration Number:	2916744	
Registration Number:	3081922	SHAMROCK FARMS REAL FARM. REAL FRESH.
Registration Number:	3177653	
Registration Number:	3237992	TRIFOGLIO
Registration Number:	3268944	SMART SOLUTIONS
Registration Number:	3340797	
Registration Number:	3372074	ENVIRABLE
Registration Number:	3460825	SUREHEAT
Registration Number:	3523550	SMART FIT BOTTLE
Registration Number:	3524703	SHAMROCKERS
Registration Number:	3656059	
Registration Number:	3657930	PIERPORT
Registration Number:	3670760	ROCKIN' REFUEL
Registration Number:	3914011	SAVORY VALLEY
Registration Number:	3914013	GOLD CANYON
Registration Number:	3941596	CAFÉ COMPLEMENTS
Registration Number:	4136339	SHAMROCK FOODS FOODSERVICE WAREHOUSE
Registration Number:	4151274	REGAL CREST FARMS. WHERE FRESHNESS COMES
Registration Number:	4177064	GOLD CANYON GOURMET ANGUS. TASTE THE GOL
Registration Number:	4214784	GOLD CANYON
Registration Number:	4341286	GOLD CANYON GOURMET PORK
Registration Number:	4341287	GOLD CANYON GOURMET ANGUS
Registration Number:	4477204	
Registration Number:	4484940	BRITE 'N GOLD
Registration Number:	4484989	ASPENGOLD
Registration Number:	4488054	REGAL CREST FARMS
Registration Number:	4490885	REGAL · CREST · FARMS
Registration Number:	4538402	GOLD CANYON NATURAL RESERVE ANGUS

Property Type	Number	Word Mark
Registration Number:	4655916	SHAMROCK FARMS REAL. FRESH. IDEAS.
Registration Number:	4659176	SHAMROCK FOODS EXPO
Serial Number:	86854082	SO PURE. SO FRESH. SO SHAMROCK.
Serial Number:	87299061	GOLD CANYON MEAT CO.
Serial Number:	87299041	GOLD CANYON MEAT CO. EST. 1971
Serial Number:	87312055	SHAMROCK FARMS
Serial Number:	87396692	PROSYSTEM
Serial Number:	87396687	KITCHENTELLIGENCE
Serial Number:	87394072	ROCKIN' LEAN
Serial Number:	87394085	ROCKIN' PROTEIN
Serial Number:	87394094	ROCKIN' REFUEL PROTEIN

CORRESPONDENCE DATA

Fax Number: 8167531536

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: 8167531000

Email: uspt@polsinelli.com

Correspondent Name: Polsinelli PC

Address Line 1: 900 W. 48th Place, Suite 900

Address Line 4: Kansas City, MISSOURI 64112

ATTORNEY DOCKET NUMBER:	066185565206
NAME OF SUBMITTER:	Joy Willard, Paralegal
SIGNATURE:	/Joy Willard/
DATE SIGNED:	04/26/2017

Total Attachments: 14

source=Executed Security Agreement#page1.tif
source=Executed Security Agreement#page2.tif
source=Executed Security Agreement#page3.tif
source=Executed Security Agreement#page4.tif
source=Executed Security Agreement#page5.tif
source=Executed Security Agreement#page6.tif
source=Executed Security Agreement#page7.tif
source=Executed Security Agreement#page8.tif
source=Executed Security Agreement#page9.tif
source=Executed Security Agreement#page10.tif
source=Executed Security Agreement#page11.tif
source=Executed Security Agreement#page12.tif
source=Executed Security Agreement#page13.tif
source=Executed Security Agreement#page14.tif

AMENDED AND RESTATED SUPPLEMENTAL SECURITY AGREEMENT
(Trademarks and Patents)

This AMENDED AND RESTATED SUPPLEMENTAL SECURITY AGREEMENT (the “**Supplemental IP Agreement**”) is made and dated as of April 13, 2017 by and between SHAMROCK FOODS COMPANY, an Arizona corporation (the “**Company**”), and JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.), acting in its capacity as “**Collateral Agent**” for the benefit of the Noteholders (as defined below) under that certain Collateral Agency Agreement dated of even date herewith by and among the Collateral Agent and the initial purchasers of the Notes (as defined below) (in such capacity, the “**Collateral Agent**”).

RECITALS

A. The Company is a co-issuer of certain promissory notes (the “**Notes**”) pursuant to that certain Second Amended and Restated Note Purchase Agreement dated as of even date herewith by and among the Company, the other co-issuer, the Holders of such promissory notes and the Collateral Agent (the “**Note Purchase Agreement**”). As collateral security for the obligation of the Company and the other co-issuers to repay the Notes, the Company has granted to the Collateral Agent a security interest in certain property of the Company, including, without limitation, certain intellectual property pursuant to an Amended and Restated Security Agreement of even date herewith (the “**Security Agreement**”).

B. The parties hereto desire to supplement the Security Agreement as it relates to certain of such intellectual property consisting generally of trademarks and patents and to create hereby a document appropriate for recordation in the Patent and Trademark Office of the United States (the “**PTO**”).

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Confirmation of Grant of Security Interest. The Company hereby confirms the grant of security interest, pledge, assignment and mortgage set forth in the Security Agreement and acknowledges that the Personal Property Collateral described therein includes, without limitation, all of the Company’s right, title and interest in the following (the “**IP Collateral**”):

(a) All trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles and other source, product and business identifiers pertaining to the products, services and business of the Company, whether now owned or hereafter acquired, and all patents, whether now owned or hereafter acquired, and including, without limitation, the trademarks and patents specifically described on Schedule I attached hereto, as the same may be amended or replaced from time to time with the consent of the Collateral Agent;

(b) All now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, including without limitation the registrations and applications specifically described on Schedule I attached hereto, and all renewals and extensions thereof throughout the world in perpetuity, and all rights to make such applications and to renew and extend the same;

(c) All now existing and hereafter arising rights and licenses to make, have made, use and/or sell any items disclosed and claimed by any of the foregoing other than licenses under which the Company is the licensee and the license prohibits the Company from granting a security interest in its rights thereunder, unless the licensor has consented to such security interest in writing;

(d) All now existing and hereafter arising right (but not the obligation) to register claims under any state, federal or foreign trademark or patent law or regulation;

(e) All now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing to the extent such rights are assignable;

(f) All now existing and hereafter arising documents, instruments and agreements which reveal the name and address of sources of supply, distribution methods and all terms of purchase, rental, license or use and delivery for all materials, products and components used in connection with any of the foregoing;

(g) All now existing and hereafter arising specifications as to and quality control manuals used in connection with the operations conducted under the name of or in connection with the foregoing;

(h) All now existing and hereafter arising goodwill associated with any of the foregoing;

(i) All now existing and hereafter arising right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Company or the Collateral Agent for past, present and future infringements of any of the foregoing; and

(j) All products and proceeds of any of the foregoing.

2. Additional Representation and Warranty and Covenant. In addition to all representations and warranties, covenants and agreements set forth in the Security Agreement, the Company hereby:

(a) Represents and warrants that Schedule I attached hereto sets forth an accurate and complete list of all trademarks and patents owned by the Company which are registered with the PTO as of the date hereof; and

(b) Agrees to promptly notify the Collateral Agent in writing of any additional trademarks or patents registered with the PTO of which the Company becomes the owner and to amend Schedule I accordingly.

3. No Present Assignment. Neither the Security Agreement, this Supplemental IP Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the IP Collateral. Subject to the rights of the Collateral Agent under the Security Agreement and this Supplemental IP Agreement and under the Intercreditor Agreement dated as of December 5, 2003 by and among the Collateral Agent, Bank of America, N.A. and Wells Fargo Bank, N.A. (the "Intercreditor Agreement"), it is the intention of the parties hereto that the Company continue to own the IP Collateral and that upon the indefeasible payment and performance in full of the Obligations (as defined in the Note Purchase Agreement), the rights of the Collateral Agent under the Security Agreement and this Supplemental IP Agreement in and to the IP Collateral shall be released and terminated.

4. Relationship to Security Agreement. The IP Collateral shall constitute Personal Property Collateral for all purposes of the Security Agreement and the other Credit Documents and the Collateral Agent shall have all rights, powers and remedies with respect to the IP Collateral to the same extent as it has with respect to other Personal Property Collateral subject, in the case of the IP Collateral, to the Intercreditor Agreement. Reference is hereby made to the Security Agreement, the terms and conditions of which are incorporated herein by this reference.

5. 2000 Supplemental Security Agreement. Without affecting the grant or priority of any security interest granted by the Company to the Collateral Agent in its right, title and interest in the IP Collateral prior to the execution and delivery of this Agreement (which shall remain in full force and effect), the Collateral Agent, as the successor by merger to John Hancock Life Insurance Company,

hereby terminates the Supplemental Security Agreement among the Company and the predecessor to the Collateral Agent dated June 22, 2000 and agrees to file any documents with the PTO to effectuate the same.

[SIGNATURE PAGE FOLLOWS]

EXECUTED as of the day and year first above written.

SHAMROCK FOODS COMPANY, an Arizona corporation

By: Norman P. McClelland
Name: Norman P. McClelland
Title: Chairman

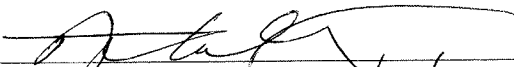
JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.),
as Collateral Agent

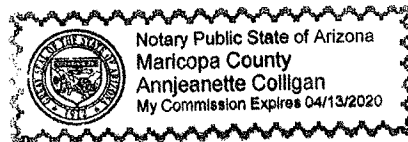
By: _____
Name: _____
Title: _____

STATE OF ARIZONA)
) ss.
COUNTY OF Maricopa)

On April 11, 2017, before me, the undersigned notary public in and for said County and State, personally appeared Norman P. McClelland, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.


My commission expires on 4/13/2020



EXECUTED as of the day and year first above written.

SHAMROCK FOODS COMPANY, an Arizona corporation

By: _____
Name: _____
Title: _____

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.),
as Collateral Agent

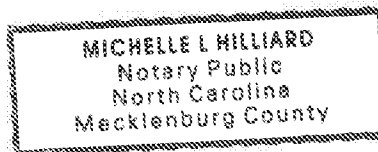
By: *Todd Arnold*
Name: TODD ARNOLD
Title: DIRECTOR

STATE OF NORTH CAROLINA)
) ss.
COUNTY OF MECKLENBURG)

On April 7th, 2017, before me, the undersigned notary public in and for said County and State, personally appeared Todd Arnold, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.






WITNESS my hand and official seal.

Michelle L Hilliard
My commission expires on December 5, 2020









Schedule I to Supplemental IP Agreement

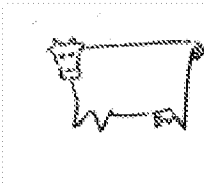





**Description of Registered Trademark Applications,
Pending Trademark Applications and Issued Patents
(As of April 13, 2017)**

REGISTERED U.S. TRADEMARK APPLICATIONS			
Registration Number	Registration Date	Trademark Name	Trademark Description
1,618,160	10-16-90	SHAMROCK FOODS COMPANY	Word Mark (Class 42)
1,625,386	11-27-90	SHAMROCK	Word Mark (Class 42)
1,629,594	12-25-90	SHAMROCK FOODS COMPANY and Design	 (Class 42)
1,729,605	11-3-92	SHAMROCK FOODS COMPANY and Design	 (Class 29)
1,730,477	11-10-92	Design	 (Class 1 & 30)
1,760,897	3-30-93	SHAMROCK FOODS and Design	 (Class 3)
1,761,590	3-30-93	SHAMROCK FOODS COMPANY and Design	 (Class 31)

REGISTERED U.S. TRADEMARK APPLICATIONS

Registration Number	Registration Date	Trademark Name	Trademark Description
1,761,602	3-30-93	SHAMROCK and Design	 (Class 32)
1,826,743	3-15-94	SHAMROCK and Design	 (Class 3 & 5)
1,846,288	7-19-94	SHAMROCK and Design	 (Class 29)
1,848,810	8-9-94	SHAMROCK and Design	 (Class 2, 29 & 30)
1,859,814	10-25-94	SHAMROCK and Design	 (Class 29 & 30)
1,922,298	09-26-95	SHAMROCK FARMS	Word Mark (Class 30)
1,922,299	09-26-95	Design	 (Class 30)





REGISTERED U.S. TRADEMARK APPLICATIONS

Registration Number	Registration Date	Trademark Name	Trademark Description
1,932,926	11-07-95	Design	 (Class 30)
2,011,418	10-29-96	Design	 (Class 30)
2,184,191	8-25-98	XTREME	Word Mark (Class 29)
2,229,165	3-2-99	TRIFOGLIO	Word Mark (Class 30)
2,292,306	11-16-99	RATTLE SHAKE	Word Mark (Class 29)
2,292,305	11-16-99	RATTLE SHAKE and Design	 (Class 29)
2,305,634	1-4-00	TRIFOGLIO	Word Mark (Class 29)
2,313,683	2-1-00	Design	 (Class 29)
2,315,949	2-8-00	MMMMILK and Design	 (Class 29)
2,412,585	12-12-00	Design	 (Class 29)


REGISTERED U.S. TRADEMARK APPLICATIONS

Registration Number	Registration Date	Trademark Name	Trademark Description
2,425,043	1-30-01	SHAMROCK FARMS	Word Mark (Class 29)
2,449,115	5-8-01	EMERALD VALLEY RANCH	Word Mark (Class 29)
2,449,116	5-8-01	Design	 (Class 29)
2,526,483	01-08-02	SHAMROCK	Word Mark (Class 29)
2,839,233	05-04-04	DELIVERING SATISFACTION	Word Mark (Class 35)
2,916,744	01-04-05	Design	 (Class 35)
3,081,922	04-18-06	SHAMROCK FARMS REAL FARM. REAL FRESH.	Word Mark (Class 35)
3,177,653	11-28-06	Design	 (Class 29)
3,237,992	05-01-07	TRIFOGLIO	Word Mark (Class 30)
3,268,944	07-24-07	SMART SOLUTIONS	Word Mark (Class 16)
3,340,797	11-20-07	Design	 (Class 3)
3,372,074	01-22-08	ENVIRABLE	Word Mark (Class 16)
3,460,825	05-29-12	SUREHEAT	Word Mark (Class 4)
3,523,550	10-28-08	SMART FIT BOTTLE	Work Mark (Class 29)
3,524,703	10-28-08	SHAMROCKERS	Word Mark (Class 29)



REGISTERED U.S. TRADEMARK APPLICATIONS

Registration Number	Registration Date	Trademark Name	Trademark Description
3,656,059	07-14-09	Design	 (Class 29)
3,657,930	07-21-09	PIERPORT	Word Mark (Class 29)
3,670,760	08-18-09	ROCKIN' REFUEL	Word Mark (Class 29)
3,914,011	02-01-11	SAVORY VALLEY	Word Mark (Class 29)
3,914,013	02-01-11	GOLD CANYON	Word Mark (Class 29)
3,941,596	04-05-11	CAFÉ COMPLEMENTS	Word Mark (Class 29)
4,136,339	05-01-12	SHAMROCK FOODS FOODSERVICE WAREHOUSE	Word Mark (Class 35)
4,151,274	05-29-12	REGAL CREST FARMS. WHERE FRESHNESS COMES NATURALLY.	Word Mark (Class 29)
4,177,064	07-17-12	GOLD CANYON GOURMET ANGUS. TASTE THE GOLD STANDARD	Word Mark (Class 29)
4,214,784	09-25-12	GOLD CANYON	Word Mark (Class 29)
4,341,286	05-28-13	GOLD CANYON GOURMET PORK and Design	 (Class 29)
4,341,287	05-28-13	GOLD CANYON GOURMET ANGUS and Design	 (Class 29)
4,477,204	02-04-14	Design	 (Class 3)
4,484,940	02-18-14	BRITE 'N GOLD	Word Mark (Class 29)
4,484,989	02-18-14	ASPENGOLD	Word Mark (Class 29)
4,488,054	02-24-14	REGAL CREST FARMS	Word Mark (Class 29)

REGISTERED U.S. TRADEMARK APPLICATIONS

Registration Number	Registration Date	Trademark Name	Trademark Description
4,490,885	03-04-14	REGAL CREST FARMS and Design	 (Class 29)
4,538,402	05-27-14	GOLD CANYON NATURAL RESERVE ANGUS	Word Mark (Class 29)
4,655,916	12-16-14	SHAMROCK FARMS REAL. FRESH. IDEAS.	Word Mark (Class 35)
4,659,176	12-23-14	Design	Shamrock Foods EXPO (Class 35)

PENDING U.S. TRADEMARK APPLICATIONS

Serial Number	Status	Trademark Name	Trademark Description
86/854,082	Pending	SO PURE. SO FRESH. SO SHAMROCK.	Word Mark (Class 29)
87/299,061	Pending	GOLD CANYON MEAT CO.	Word Mark (Class 40)
87/299,041	Pending	Design	 (Class 40)
87/312,055	Pending	SHAMROCK FARMS	Word Mark (Class 30)
87/396,692	Pending	Design	 (Class 5, 16, 21)
87/396,687	Pending	KITCHENTELLIGENCE	Word Mark (Class 35, 43)
87/394,072	Pending	ROCKIN' LEAN	Word Mark (Class 29)
87/394,085	Pending	ROCKIN' PROTEIN	Word Mark (Class 29)
87/394,094	Pending	ROCKIN' REFUEL	Word Mark (Class 29)

FOREIGN TRADEMARKS			
Country	Registration Number	Trademark Name	Trademark Description
WIPO	1,259,310	SHAMROCK FARMS	Word Mark (Class 29)
China	1,259,310	SHAMROCK FARMS	Word Mark (Class 29)
Mexico	1,259,310	SHAMROCK FARMS	Word Mark (Class 29)
Philippines	1,259,310	SHAMROCK FARMS	Word Mark (Class 29)
WIPO	1,254,018	ROCKIN' REFUEL	Word Mark (Class 29)
China	1,254,018	ROCKIN' REFUEL	Word Mark (Class 29)
Mexico	1,254,018	ROCKIN' REFUEL	Word Mark (Class 29)
Philippines	1,254,018	ROCKIN' REFUEL	Word Mark (Class 29)

ISSUED PATENTS				
Country	Application Number	Patent Number	Title	Issue Date
US	14/068,362	9,425,983	Crash Prevention System for a Machine Storage and Retrieval Machine	08-16-16

33223\5861224.5
58105107.2