

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429809

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GOLDEN WEST FOOD GROUP, INC.		05/31/2017	Corporation: CALIFORNIA
GOLDEN WEST TRADING, INC.		05/31/2017	Corporation: CALIFORNIA
CALIFORNIA RANCH FOOD COMPANY, INC.		05/31/2017	Corporation: CALIFORNIA
COMPLETELY FRESH FOODS, INC.		05/31/2017	Corporation: CALIFORNIA
TEVA FOODS, INC.		05/31/2017	Corporation: CALIFORNIA
CALIFORNIA FARMS MEAT COMPANY, INC.		05/31/2017	Corporation: CALIFORNIA
STRATUS GROUP, LLC		05/31/2017	Limited Liability Company: CALIFORNIA
CULVER CITY MEAT CO., INC.		05/31/2017	Corporation: CALIFORNIA
JERKY LLC		05/31/2017	Limited Liability Company: CALIFORNIA
GWFGPI LLC		05/31/2017	Limited Liability Company:

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION
Street Address:	633 WEST FIFTH STREET
Internal Address:	30TH FLOOR
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Serial Number:	85382925	HOTZZARELLA
Registration Number:	4055295	VEGGIE HARVEST
Registration Number:	4301606	OYZER KOSHER FOODS
Registration Number:	3798795	CULVER CITY MEAT CO. YOU CAN'T BEAT OUR

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85326577	S'MORE FUN
Registration Number:	4174031	S'MORES INDOORS
Serial Number:	85325411	S'MORES EGGROLLS
Registration Number:	4247056	DIRTY CRUST
Serial Number:	77938315	TEVA FOODS
Serial Number:	77938289	TEVA FOODS
Registration Number:	4127286	TEVA KOSHER FOODS
Serial Number:	77938281	TEVA KOSHER FOODS
Serial Number:	77938278	TEVA
Registration Number:	3762552	ROYAL POULTRY PROCESSORS OF QUALITY POUL
Registration Number:	3765117	GOLDEN WEST TRADING SEAFOOD COMPANY
Registration Number:	3723441	PREMIUM CUTS BEEF
Registration Number:	3483021	COMPLETELY FRESH FOODS COOKED & PREPARED
Registration Number:	3433942	ROYAL POULTRY
Registration Number:	3425243	CULVER CITY MEAT CO.
Registration Number:	3447511	GWT GOLDEN WEST TRADING, INC.
Serial Number:	85747377	GOLDEN WEST FARMS
Serial Number:	85718624	JUST COOK
Registration Number:	4138894	EVE'S KITCHEN
Serial Number:	85261523	BREW FOOD

CORRESPONDENCE DATA

Fax Number: 7037125050

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: 703-712-5352

Email: jmiller@mcguirewoods.com

Correspondent Name: Joyce Miller

Address Line 1: 1750 Tysons Blvd.

Address Line 2: Suite 1800

Address Line 4: Tysons, VIRGINIA 22102

NAME OF SUBMITTER:	Joyce Miller
SIGNATURE:	/Joyce Miller/
DATE SIGNED:	06/02/2017

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 31st day of May 2017, between the undersigned (each a "Grantor" and collectively, the "Grantors"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association as administrative agent ("Agent") for the lenders under the Credit Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among the Grantors and certain of their affiliates as borrowers (each a "Borrower", and, collectively, "Borrowers"), the lenders party thereto ("Lenders"), and Agent, Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement and the other Loan Documents, each Grantor is required to execute and deliver to Agent 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent for the benefit of Lenders as security for the Obligations, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trademark applications, licenses, service marks, trade names, and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including, without limitation, those registered trademarks and applications for such registration referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

Notwithstanding the foregoing, the Trademark Collateral shall not include, and no Grantor shall be deemed to have granted a security interest in, such items excluded from the Collateral, as specified in the Credit Agreement and the other Loan Documents.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all 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 Borrowers, to Agent and Lenders, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Borrower.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent for the benefit of Lenders pursuant to the Security Agreement and the other Loan Documents. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks to the extent they constitute Collateral, this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting any Grantor's obligations under this Section 5 or the Financing Agreement, each Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new registered Trademarks or applications for registration of Trademarks of such Grantor. 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 may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

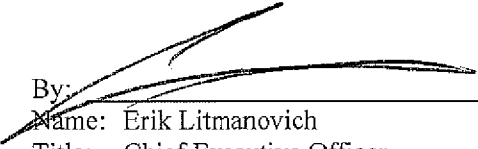
7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

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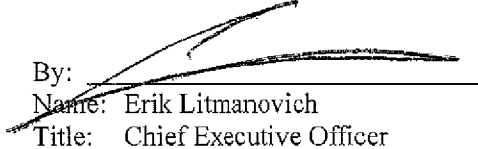
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

[SIGNATURES PAGES TO FOLLOW]

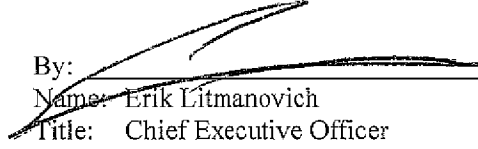
GOLDEN WEST FOOD GROUP, INC.,
a California corporation

By: 
Name: Erik Litmanovich
Title: Chief Executive Officer


GOLDEN WEST TRADING, INC.,
a California corporation

By: 
Name: Erik Litmanovich
Title: Chief Executive Officer


**CALIFORNIA RANCH FOOD COMPANY,
INC.,** a California corporation

By: 
Name: Erik Litmanovich
Title: Chief Executive Officer

COMPLETELY FRESH FOODS, INC.,
a California corporation

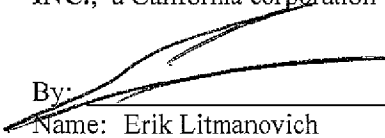
By: 
Name: Erik Litmanovich
Title: Chief Financial Officer

TEVA FOODS, INC.,
a California corporation

By: 
Name: Erik Litmanovich
Title: Chief Executive Officer

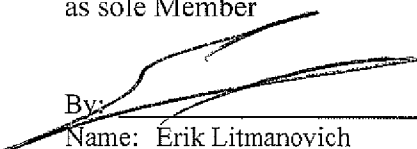
[SIGNATURES CONTINUED]

**CALIFORNIA FARMS MEAT COMPANY,
INC.,** a California corporation

By: 
Name: Erik Litmanovich
Title: Chief Executive Officer

STRATUS GROUP, LLC,
a California limited liability company

By: Golden West Food Group, Inc.,
as sole Member


By: 
Name: Erik Litmanovich
Title: Chief Executive Officer

CULVER CITY MEAT CO., INC.,
a California corporation

By: 
Name: Erik Litmanovich
Title: Secretary

JERKY LLC,
a California limited liability company

By: Golden West Food Group, Inc.,
as Majority Interest Member

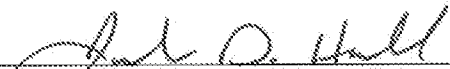
By: 
Name: Erik Litmanovich
Title: Chief Executive Officer

GWFGPI LLC,
a California limited liability company

By: 
Name: Erik Litmanovich
Title: Managing Member

ACCEPTED AND
ACKNOWLEDGED BY:

U.S. BANK NATIONAL ASSOCIATION

By: 
Name: John Q. Hall
Title: Officer

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

<u>Owner:</u>	<u>Word Mark:</u>	<u>Serial Number:</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Status:</u>
CFF	HOTZZARELLA	85382925	N/A	7/27/11	1B; LIVE
CFF	VEGGIE HARVEST	85209535	4055295	1/3/11	1A; LIVE
CFF	OYZER KOSHER FOODS	77692871	4301606	3/17/09	1B; LIVE
CCMC	CULVER CITY MEAT CO. YOU CAN'T BEAT OUR MEAT	77824064	3798795	9/10/09	1A; LIVE
GWT	S'MORE FUN	85326577	N/A	5/20/11	DEAD
GWT	S'MORES INDOORS	85325393	4174031	5/19/11	1A; LIVE
GWFG	S'MORES EGGROLLS	85325411	N/A	5/19/11	DEAD
GWT	DIRTY CRUST	85406537	4247056	8/24/11	1B; LIVE
Teva Foods	TEVA FOODS	77938315	N/A	2/17/10	1A; LIVE
Teva Foods	TEVA FOODS	77938289	N/A	2/17/10	1A; LIVE
Teva Foods	TEVA KOSHER FOODS	77938281	4127286	1/7/10	1A; LIVE
Teva Foods	TEVA KOSHER FOODS	77938281	N/A	2/17/10	1A; LIVE
Teva Foods	TEVA	77938278	N/A	2/17/10	1A; LIVE
GWT	ROYAL POULTRY PROCESSORS OF QUALITY POULTRY	77750011	3762552	6/2/09	1A; LIVE
GWT	GOLDEN WEST TRADING SEAFOOD COMPANY	77684398	3765117	3/5/09	1A; LIVE
GWT	PREMIUM CUTS BEEF	77569124	3723441	9/12/08	1A; LIVE
CFF	COMPLETELY	77100244	3483021	2/6/0	1A; LIVE

	FRESH FOODS COOKED & PREPARED			7	
GWT	ROYAL POULTRY	77089152	3433942	1/23/ 07	1A; LIVE
CFF	CULVER CITY MEAT CO.	77089121	3425243	1/23/ 07	1A; LIVE
GWT	GWT GOLDEN WEST TRADING, INC.	77089037	3447511	1/23/ 07	1A; LIVE
GWT	GOLDEN WEST FARMS	85747377	N/A	10/5/ 12	1B; LIVE
CFF	JUST COOK	85718624	N/A	8/31/ 12	1B; LIVE
Teva Foods	EVE'S KITCHEN	85421843	4138894	9/13/ 11	1A; LIVE
GWT	BREW FOOD	85261523	N/A	3/8/1 1	DEAD