

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436384

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900410522		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMPERIAL FROZEN FOODS OP CO LLC		06/09/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ADVANTAGE CAPITAL AGRIBUSINESS PARTNERS, L.P.		
Street Address:	190 CARONDELET PLAZA		
Internal Address:	SUITE 1500		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2848655	TODAY'S HARVEST	
Registration Number:	4037648	TODAY'S HARVEST	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<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>			
Phone:	314-552-6000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Thompson Coburn LLP/William A. Holtz		
Address Line 1:	One US Bank Plaza		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	43238-166367		
NAME OF SUBMITTER:	William Holtz		
SIGNATURE:	/William A. Holtz/		
DATE SIGNED:	07/25/2017		
Total Attachments: 11			
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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432176

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMPERIAL FROZEN FOODS OP CO LLC		06/09/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ADVANTAGE CAPITAL AGRIBUSINESS PARTNERS, L.P.		
Street Address:	190 CARONDELET PLAZA		
Internal Address:	SUITE 1500		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2848655	TODAY'S HARVEST	
Registration Number:	4037648	TODAY'S HARVEST	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<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>			
Phone:	314-552-6000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Thompson Coburn LLP/William A. Holtz		
Address Line 1:	One US Bank Plaza		
Address Line 4:	St. Louis, MISSOURI 63101		
NAME OF SUBMITTER:	William Holtz		
SIGNATURE:	/William A. Holtz/		
DATE SIGNED:	06/22/2017		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMPERIAL FROZEN FOODS OP CO LLC		06/09/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ADVANTAGE CAPITAL AGRIBUSINESS PARTNERS, L.P.		
Street Address:	190 CARONDELET PLAZA		
Internal Address:	SUITE 1500		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
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Property Type	Number	Word Mark	
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Registration Number:	4037648	TODAY'S HARVEST	
CORRESPONDENCE DATA			
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Correspondent Name:	Thompson Coburn LLP/William A. Holtz		
Address Line 1:	One US Bank Plaza		
Address Line 4:	St. Louis, MISSOURI 63101		
NAME OF SUBMITTER:	William Holtz		
Signature:	/William A. Holtz/		

Date:	06/22/2017
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Total Attachments: 7

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RECEIPT INFORMATION

ETAS ID:	TM432176
Receipt Date:	06/22/2017
Fee Amount:	\$65

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of June 9, 2017, by and among IMPERIAL FROZEN FOODS OP CO LLC, a Delaware limited liability company ("Assignor") and ADVANTAGE CAPITAL AGRIBUSINESS PARTNERS, L.P., a Delaware limited liability partnership ("Lender"), with an office at 190 Carondelet Plaza, Suite 1500, St. Louis, Missouri.

WHEREAS, Assignor has executed and delivered that certain Loan and Security Agreement dated as of even date herewith (the "Loan Agreement"), by and between Lender and Assignor, evidencing loans from Lender to Borrower; and

WHEREAS, in order to induce Lender to execute and deliver the Loan Agreement, Assignor has agreed to grant to Lender a security interest in, and collaterally assign to Lender, certain trademark rights;

WHEREAS, this Agreement is being executed contemporaneously with the Loan Agreement under which Lender has been granted a security interest in, among other things certain of Assignor's equipment (collectively, the "Other Assets") relating to products sold under the Trademark, as defined hereinafter; and

WHEREAS, the Loan Agreement provides that Lender shall have the right to foreclose on the Trademark Collateral (as defined herein), and the Other Assets, upon the occurrence of an Event of Default, as defined in the Loan Agreement, in order that any owner of the Trademark Collateral may continue the manufacture or distribution of products under the Trademark and maintain substantially the same product specifications and quality as maintained by Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees with Lender as follows:

1. Capitalized Terms. Capitalized terms used and not defined herein shall have the meaning given to them in the Loan Agreement.

2. Grant of Security Interest; Collateral Assignment.

(a) To secure the complete and timely satisfaction of the Obligations of Assignor to Lender under Term Note I (as defined in the Loan Agreement) (the "Secured Obligations"), Assignor hereby grants to Lender a continuing security interest in all of its right, title and interest in and to the trademark(s), trade name(s) and servicemark(s) listed on Schedule A attached hereto (as the same may be amended pursuant hereto from time to time) (collectively, the "Trademark"), including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Trademark Rights"), and the goodwill of the business to which the Trademark relates (the "Associated Goodwill") (the Trademark, the Trademark Rights, and the Associated Goodwill are collectively called the "Trademark Collateral," together with the Other Assets, collectively, the "Collateral").

(b) In addition to the grant of security interest provided in paragraph 2(a), Assignor hereby assigns and conveys to Lender all of its right, title and interest in and to the Trademark Collateral; provided, however, that such assignment and conveyance shall be and become of force and effect only, and shall immediately and automatically become of force and effect without further action, upon the occurrence of an Event of Default (as defined in the Loan Agreement).

3. Representations, Warranties and Covenants of Assignor. Assignor represents, covenants and warrants to Lender that:

(a) The registrations of the Trademark are subsisting and have not been adjudged invalid or unenforceable;

(b) The Trademark is valid and enforceable;

(c) No claim has been made that the use of the Trademark does or may violate the rights of any third person;

(d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademark, free and clear of any liens, charges and the encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons; and

(e) Assignor has the unqualified right to enter into this Agreement and to perform its terms;

4. Further Assurances. Assignor agrees that, until all of the Secured Obligations shall have been satisfied in full and the Loan Agreement has been terminated in accordance with its terms, it will not enter into any agreement which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent, which consent shall not be unreasonably withheld. Assignor further agrees that at any time and from time to time, at the expense of Assignor, Assignor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Lender may reasonably request, in order to perfect and protect the security interest and collateral assignment granted or purported to be granted hereby or to enable Lender to exercise its rights and remedies hereunder.

5. Grant of License to Lender. Assignor hereby presently grants to Lender a license to use the Trademark in connection with the Collateral, upon and after the foreclosure upon, sale or other transfer of all or any part of the Collateral by or to Lender pursuant to the Loan Agreement and/or this Agreement. The license granted in this paragraph 6 may be transferred by Lender, without Assignor's consent, to any successor of Lender, any assignee of Lender, and/or any purchaser or other transferee of any or all of the Collateral. This license may not be revoked until all of the Secured Obligations have been satisfied in full and the Loan Agreement has been terminated in accordance with its terms.

6. Rights of Assignor. Unless and until there shall have occurred an Event of Default, Assignor shall own the title to the Trademark Collateral and shall have the exclusive, nontransferable right to use the Trademark on and in connection with products sold by Assignor, for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in the Trademark or the other Trademark Collateral without the prior written consent of Lender, which consent shall not be unreasonably withheld.

7. Default. If any Event of Default shall have occurred, Lender shall have, in addition to all other rights and remedies given it by this Agreement, those provided in the Loan Agreement and those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademark Collateral may be located.

8. Termination of Agreement. At such time as Assignor shall completely satisfy all of the Secured Obligations and the Loan Agreement shall be terminated in accordance with its terms, this Agreement shall terminate and Lender shall execute and deliver to Assignor, upon Assignor's request, and without recourse, representation or warranty, all releases, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademark Collateral, subject to any disposition thereof which may have been made by Lender pursuant hereto.

9. Preservation of Trademark Rights. Assignor shall not abandon any Trademark without the prior written consent of Lender, which consent shall not be unreasonably withheld. Assignor shall have the right, with the consent of Lender, which consent shall not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademark.

10. Lender Appointed Attorney-In-Fact. Assignor hereby authorizes and empowers Lender, upon and after the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademark or the other Trademark Collateral, or to grant or issue any exclusive or non-exclusive license under the Trademark Collateral to Lender or anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

11. No Waiver. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, under the Loan Agreement or under applicable law shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Rights Cumulative. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

13. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement is subject to modification only by a writing signed by the parties.

15. Inurement. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties; provided however, that the foregoing provision shall not invalidate or otherwise modify the restrictions imposed on Assignor hereunder with respect to transferring any part of or interest in the Trademark Collateral.

16. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the internal laws of the State of Missouri.

17. Headings. The headings contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

18. Counterparts; Delivery. This Agreement may be executed in one or more counterparts and may be delivered in the original, by facsimile or electronically, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

19. Jury Trial. ASSIGNOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY (WHICH LENDER ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT.

20. Jurisdiction. ASSIGNOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE COURT LOCATED WITHIN ST. LOUIS COUNTY, MISSOURI OR FEDERAL COURT IN THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION, AND WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY CERTIFIED OR REGISTERED MAIL DIRECTED TO ASSIGNOR AT ITS ADDRESS SET FORTH HEREIN AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT THEREOF. ASSIGNOR WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED AGAINST IT AS PROVIDED HEREIN AND AGREES NOT TO ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ASSIGNOR:

Imperial Frozen Foods Op Co LLC
~~IMPERIAL FROZEN FOODS HOLDCO~~
LLC, a Delaware limited liability company

CH
7/20/17

By: Craig Higgins
Name: Craig Higgins
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK COLLATERAL
ASSIGNMENT AND SECURITY AGREEMENT]

LENDER:

**ADVANTAGE CAPITAL AGRIBUSINESS
PARTNERS, L.P.**, as Administrative Agent and
Lender

By: Advantage Capital Agribusiness GP, L.L.C.,
its general partner


By: *Timothy W. Hassler*
Name: Timothy W. Hassler
Title: Principal

[SIGNATURE PAGE TO TRADEMARK COLLATERAL
ASSIGNMENT AND SECURITY AGREEMENT]

SCHEDULE A

1. Trademark "Today's Harvest", Registration Number 2848655, Registration Date June 1, 2004.



2. Trademark , Registration Number 4037648, Registration Date October 11, 2011.