

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440467

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Golding Farms Foods, Inc.		07/31/2017	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	303 Peachtree Street, N.E., 25th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1528507	GOLDING FARMS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212.326.8335		
Email:	jnogueras@jonesday.com, kbaird@jonesday.com		
Correspondent Name:	John J. Nogueras		
Address Line 1:	250 VESEY STREET		
Address Line 4:	NEW YORK, NEW YORK 10281		
ATTORNEY DOCKET NUMBER:	566957 640070		
NAME OF SUBMITTER:	John J. Nogueras		
SIGNATURE:	/John J. Nogueras/		
DATE SIGNED:	08/24/2017		
Total Attachments: 7			
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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2017 (this "Security Agreement"), is made by Golding Farms Foods, Inc., a North Carolina corporation (the "Grantor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, pursuant to the Credit Agreement, dated as of July 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among GFF Acquisition Corp., a Delaware corporation ("Initial Borrower" or "Holdings"), whose rights and obligations therein will be deemed to have been automatically assigned to and assumed by Golding Farms Foods, Inc., a North Carolina corporation ("GFF"), immediately following the GFF Acquisition, as the Borrower, the several banks and other financial institutions and lenders from time to time party thereto (collectively, the "Lenders") and the Administrative Agent, the Lenders have severally agreed to make Loans subject to the terms set forth therein;

WHEREAS, in connection with the Credit Agreement, GFF and Holdings, have entered into that certain Guaranty and Security Agreement dated as of July 31, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby pledges and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and lien on all right, title and interest of the Grantor in, to and under the following property (the "Trademark Collateral"):

- (a) all of its Trademarks and all Trademark Licenses (excluding any intent-to-use application prior to the filing of a "Statement to Use" or "Amendment to Allege Use" with respect thereto);
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

As of the date of this Security Agreement, all of the Grantor's Trademarks and Trademark Licenses that are registered with the US Patent and Trademark Office are set forth on Schedule I hereto.

SECTION 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

SECTION 4. Termination. This Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released in accordance with Section 10.16 of the Guaranty and Security Agreement. Upon the termination of this Security Agreement, the Administrative Agent shall, at the sole cost and expense of the Loan Parties, promptly execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 5. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.


SECTION 6. Governing Law; Venue; Waiver of Jury Trial. The terms of Sections 10.5 and 10.6 of the Credit Agreement with respect to governing law, submission of jurisdiction and venue are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

SECTION 7. Counterparts. This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Security Agreement by signing any such counterpart. Delivery of an executed counterpart to this Security Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 8. Loan Document. For avoidance of doubt, the Grantor and the Administrative Agent hereby acknowledge and agree that this Security Agreement is a Loan Document.

IN WITNESS WHEREOF, the 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.

GOLDING FARMS FOODS, INC.

By:  _____
Name: David Jaffe
Title: President

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By: V. M. Desai
Name: Vinay Desai
Title: Director

SCHEDULE I

Trademarks and Trademark Licenses

I. REGISTERED TRADEMARKS

Golding Farms, serial # 73743286, registration # 1528507, registration date March 7, 1989

App Number	Fil Date	Country/Name	Pat Number	Iss Date	Title
78/004,585	12-Oct-1985	USA	2073197	24-Jun-1987	NATURALLY HEALTHY
77/174,262	07-May-2007	USA	3351557	11-Dec-2007	MR. HONEY BEAR'S
73/743,287	01-Aug-1988	USA	1554928	05-Sep-1989	OLD LAREDO (Stylized)
85/457,883	27-Oct-2011	USA	4164282	26-Jun-2012	HONEST TO GOODNESS FLAVOR
85/369,165	12-Jul-2011	USA	4182089	31-Jul-2012	THE GREAT AMERICAN PUT-ON
85/777,760	05-Nov-2012	USA	4379088	05-Aug-2013	GOLDING FARMS (Stylized)
85/758,765	19-Oct-2012	USA	4379015	05-Aug-2013	GOLDING FARMS
85/788,173	23-Nov-2012	USA	4490298	04-Mar-2014	Farm Scene Design
75/729,556	10-Jun-1999	USA	2449340	01-May-2001	MOUNTAIN RIDGE
76/007,976	23-Mar-2000	USA	2742596	29-Jul-2005	BACKYARD LIVING
74/136,563	05-Feb-1991	USA	1787596	10-Aug-1993	GOLDING
78/201,521	06-Jan-2003	USA	2821325	09-Mar-2004	LITTLE RIVER SEAFOOD COMPANY & Design
78/300,585	15-Sep-2003	USA	2877889	24-Aug-2004	GOLDING FARMS & Barn Design
74/859,551	03-Apr-1985	USA	1868501	18-Apr-1988	GOLDING FARMS GOLDEN STEAK SAUCE & Design
77/174,262	07-May-2007	USA	3351557	11-Dec-2007	MR. HONEY BEAR'S

Literal Mark	Application #	Registration #	Registration Date
SHERIFF HEGE	75809311	2395636	10/17/2000
GOLDING'S SELECT	77455945	3633946	6/9/2009
OLD LAREDO	73743287	1554928	9/5/1989
HISAKAWA	77878924	3817497	7/13/2010
GARDEN SECRETS	76526655	2873831	8/17/2004

II. TRADEMARK APPLICATIONS

None.

III. TRADEMARK LICENSES

1. Master Supply Agreement effective November 24, 2015 between Golding Farms Foods, Inc. and Dolgencorp, LLC and DG Strategic VII, LLC – Golding Farms grants Dollar General entities a non-exclusive license to use any trademark, trade name, service mark or copyright on the Products and all related packaging, labeling and other printed matter for purpose of promoting and selling the Products.

2. Private Label Master Supply Agreement dated April 5, 2017 between Golding Farms Foods, Inc. and Delhaize America Supply Chain Services, Inc. – customer agreement, license to use Delhaize’s Trademarks
 - a) Award Letter dated May 10, 2017 between Golding Farms Foods, Inc. and Delhaize America Supply Chain Services, LLC and Ahold U.S.A., Inc. – supplier agreement for Private Brands Condiments
 - b) Schedule – Molasses to Private Label Master Supply Agreement, to be effective July 1, 2017, between Golding Farms Foods, Inc. and Delhaize America Supply Chain Services, Inc. – Molasses
 - c) Schedule – Condiments to Private Label Master Supply Agreement, effective May 22, 2017, between Golding Farms Foods, Inc. and Delhaize America Supply Chain Services, Inc. – various condiments for Hannaford and Food Lion
3. Standard Vendor Agreement for Merchandise (Products) – Version January 2017 between Golding Farms Foods, Inc. and The Kroger Co. - vendor agreement, license to use Kroger’s trademarks
 - a) Corporate Brand Addendum to Standard Vendor Agreement – February 2016 Version 3 between Golding Farms Foods, Inc. and The Kroger Co.
4. Master Supply Agreement effective November 24, 2015 between Golding Farms Foods, Inc. and Dolgencorp, LLC and DG Strategic VII, LLC – customer agreement, license to use Dollar General’s Marks
5. ALDI Master Purchase Agreement, unknown date, between Golding Farms Foods, Inc. and ALDI Inc. – private label agreement, license to use private labels
 - a) December 24, 2014 Amendment to Master Purchase Agreement between Golding Farms Foods, Inc. and ALDI Inc.
 - b) Purchasing Contract dated May 25, 2016 between Golding Farms Foods, Inc. and ALDI Inc. – Light Corn Syrup 16oz., license to use private labels
 - c) Purchasing Contract dated May 13, 2016 between Golding Farms Foods, Inc. and ALDI Inc. – Light Corn Syrup, license to use private labels
 - d) Purchasing Contract dated November 30, 2015 between Golding Farms Foods, Inc. and ALDI Inc. – Steak Sauce
 - e) Purchasing Contract dated June 17, 2016 between Golding Farms Foods, Inc. and ALDI Inc. – Molasses

6. Lidl US Purchasing, LLC General Terms and Conditions for Suppliers, Version 4.0, dated October 18, 2016 – Golding Farms grants Lidl a non-exclusive license to use Golding Farms’ IP rights in conjunction with goods manufactured by Golding Farms
 - a) Purchase Agreement effective July 1, 2016 between Golding Farms Foods, Inc. and Lidl US Purchasing, LLC – original steak sauce, 10 oz.
 - b) Purchase Agreement effective July 1, 2016 between Golding Farms Foods, Inc. and Lidl US Purchasing, LLC – soy sauce SK1, 10 oz.
 - c) Purchase Agreement effective May 1, 2017 between Golding Farms Foods, Inc. and Lidl US Purchasing, LLC – Backyard Living Memphis BBQ Sauce, 18 oz.