

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448226

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Release		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACF Finco I LP		10/16/2017	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	S.B. Phillips LLC		
Street Address:	3761 Commerce Drive, Suit 413		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21227		
Entity Type:	Limited Liability Company: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4010168	PHILLIPS	
Registration Number:	4071290	PHILLIPS	
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>			
Email:	emily.klump@clarivate.com		
Correspondent Name:	Jonathan Stoian, Esq.		
Address Line 1:	100 Light Street		
Address Line 4:	Baltimore, MARYLAND 21202		
NAME OF SUBMITTER:	Emily Klump		
SIGNATURE:	/Emily Klump/		
DATE SIGNED:	10/23/2017		
Total Attachments: 16			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

ACF Finco I LP

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other _____

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) October 16, 2017

- Assignment Merger
 Security Agreement Change of Name
 Other Trademark Release

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: S.B. Phillips LLC

Internal

Address: _____

Street Address: 3761 Commerce Drive, Suite 413

City: Baltimore

State: MD

Country: U.S.A. Zip: 21227

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other LLC Citizenship Maryland

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

None.

B. Trademark Registration No.(s)

4,071,290 and 4,010,168

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jonathan Stoian, Esq.

Internal Address: _____

Street Address: 100 Light Street

City: Baltimore

State: Maryland Zip: 21202

Phone Number: 410-385-3854

Fax Number: 410-773-9144

Email Address: jstoian@milesstockbridge.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

/s/ Jonathan Stoian

10/20/2017

Signature

Date

Jonathan Stoian

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

16

TRADEMARK RELEASE

This TRADEMARK RELEASE is made as of October 16, 2017 ("Effective Date") executed by ACF FINCO I LP (as successor in interest to FCC, LLC, doing business as First Capital), in its capacity as Lender, in favor of S.B. PHILLIPS LLC, a Maryland limited liability company ("the "Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement (the "Trademark Security Agreement") by the Grantor in favor of the Lender, dated October 15, 2013, the Grantor granted to Lender a continuing security interest in and to all of the Grantor's right, title and interest in all trademarks, trademark registrations and trademark applications and any renewals thereof (collectively, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 15, 2013 at Reel 5131, Frame 0666 and corrected by a Corrective Assignment recorded on October 22, 2013 at Reel 5135, Frame 0146; and

WHEREAS, the Lender wishes to release and restore all right, title and interest in and to the Trademark Collateral to the Grantor as set forth on Schedule A attached hereto (the "Released Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby terminates, cancels and releases any and all security interests or liens it has against the Released Trademarks, and all of the goodwill of the business connected with the use of, and symbolized by the Trademark Collateral, and grants, assigns and conveys, without recourse or warranty, to the Grantor all of their rights, title and interest in the Released Trademarks.

IN WITNESS WHEREOF, Lender has caused this Release to be executed by its duly authorized representative as of the Effective Date.

[SIGNATURE PAGES FOLLOW]

ACF FINCO I LP

By: 

Name:

John J. Noonan

Title:

MANAGING DIRECTOR

SCHEDULE A

RELEASED TRADEMARKS

[Signature page to Release of Trademark Security Agreement]

TRADEMARK
REEL: 006188 FRAME: 0071

SCHEDULE A

RELEASED TRADEMARKS



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

OCTOBER 25, 2013

PTAS

CAROL FRASER, FINANCE PARALEGAL
1180 PEACHTREE STREET
KING & SPALDING LLP
ATLANTA, GA 30309-3521

900269555

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 10/22/2013

REEL/FRAME: 5135/0146
NUMBER OF PAGES: 8

BRIEF: CORRECTIVE ASSIGNMENT TO CORRECT THE ENTITY TYPE OF ASSIGNEE FCC, LLC PREVIOUSLY RECORDED ON REEL 005131 FRAME 0666. ASSIGNOR(S) HEREBY CONFIRMS THE TRADEMARK SECURITY AGREEMENT.

DOCKET NUMBER: FCC/PHILIPS.21075.015002

ASSIGNOR:

S. B. PHILLIPS LLC

DOC DATE: 10/15/2013
CITIZENSHIP: MARYLAND
ENTITY: LIMITED LIABILITY COMPANY

ASSIGNEE:

FCC, LLC

CITIZENSHIP: FLORIDA
ENTITY: LIMITED LIABILITY COMPANY

3350 RIVERWOOD PARKWAY
SUITE 1750
ATLANTA, GEORGIA 30339

SERIAL NUMBER: 77982593
REGISTRATION NUMBER: 4071290
MARK: PHILLIPS

FILING DATE: 08/13/2008
REGISTRATION DATE: 12/13/2011

DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)
/NUMBER(S)

SERIAL NUMBER: 78981451
REGISTRATION NUMBER: 4010168
MARK: PHILLIPS
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 09/06/2006
REGISTRATION DATE: 08/09/2011

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Entity type of assignee FCC, LLC previously recorded on Reel 005131 Frame 0666. Assignor(s) hereby confirms the Trademark Security Agreement.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
S. B. PHILLIPS LLC		10/15/2013	LIMITED LIABILITY COMPANY: MARYLAND

RECEIVING PARTY DATA

Name:	FCC, LLC
Street Address:	3350 Riverwood Parkway
Internal Address:	Suite 1750
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4010168	PHILLIPS
Registration Number:	4071290	PHILLIPS

CORRESPONDENCE DATA

Fax Number: 4045725100
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 404-572-3431
 Email: cfraser@kslaw.com
 Correspondent Name: Carol Fraser, Finance Paralegal
 Address Line 1: 1180 Peachtree Street
 Address Line 2: King & Spalding LLP
 Address Line 4: Atlanta, GEORGIA 30309-3521

ATTORNEY DOCKET NUMBER:	FCC/PHILIPS.21075.015002
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TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
S.B. PHILLIPS LLC		10/15/2013	LIMITED LIABILITY COMPANY: MARYLAND
RECEIVING PARTY DATA			
Name:	FCC, LLC		
Street Address:	3350 Riverwood Parkway		
Internal Address:	Suite 1750		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4010168	PHILLIPS	
Registration Number:	4071290	PHILLIPS	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	404-572-3431		
Email:	cfraser@kslaw.com		
Correspondent Name:	Carol Fraser, Finance Paralegal		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309-3521		
ATTORNEY DOCKET NUMBER:	FCC/PHILLIPS-21075.015002		
NAME OF SUBMITTER:	Carol Fraser		

CH \$65.00 4010168

Signature:	//Carol Fraser//
Date:	10/15/2013
Total Attachments: 5 source=SB Phillips Trademark Security Agreement#page1.tif source=SB Phillips Trademark Security Agreement#page2.tif source=SB Phillips Trademark Security Agreement#page3.tif source=SB Phillips Trademark Security Agreement#page4.tif source=SB Phillips Trademark Security Agreement#page5.tif	

TRADEMARK
REEL: 005131 FRAME: 0667

TRADEMARK
REEL: 006188 FRAME: 0077



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

OCTOBER 21, 2013

PTAS

CAROL FRASER, FINANCE PARALEGAL
1180 PEACHTREE STREET
KING & SPALDING LLP
ATLANTA, GA 30309-3521

900268978

UNITED STATES PATENT AND TRADEMARK OFFICE
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RECORDATION DATE: 10/15/2013

REEL/FRAME: 5131/0666
NUMBER OF PAGES: 7

BRIEF: SECURITY INTEREST

DOCKET NUMBER: FCC/PHILLIPS-21075.015002

ASSIGNOR:

S.B. PHILLIPS LLC

DOC DATE: 10/15/2013
CITIZENSHIP: MARYLAND
ENTITY: LIMITED LIABILITY COMPANY

ASSIGNEE:

FCC, LLC

CITIZENSHIP: FLORIDA
ENTITY: CORPORATION

3350 RIVERWOOD PARKWAY
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SERIAL NUMBER: 77982593

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MARK: PHILLIPS

DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S) / LETTER(S)
/NUMBER(S)

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Registration Number:	4071290	PHILLIPS	
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Phone:	404-572-3431		
Email:	cfraser@kslaw.com		
Correspondent Name:	Carol Fraser, Finance Paralegal		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309-3521		
ATTORNEY DOCKET NUMBER:	FCC/PHILLIPS-21075.015002		
NAME OF SUBMITTER:	Carol Fraser		

CH \$65.00 4010168

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 15th day of October, 2013, by and among S.B. PHILLIPS LLC, a Maryland limited liability company ("Grantor") and FCC, LLC d/b/a FIRST CAPITAL ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") between Phillips Foods, Inc. ("Phillips Foods"), Phillips Fresh Foods, LLC (together with Phillips Foods, collectively, the "Borrowers") and Lender, Lender has agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, Grantor is a party to that certain Guaranty and Security Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Guaranty and Security Agreement"), pursuant to which it and the other guarantors named therein have guaranteed the repayment and performance of the Obligations (as defined therein) of Borrowers; and

WHEREAS, pursuant to the Loan Agreement and the Guaranty and Security Agreement, Grantor is required to execute and deliver to Lender 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, 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 Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1 of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of 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 referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and
- (c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademarks exclusively licensed under any 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 license.

3. SECURITY FOR 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 Grantor to Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor. This Trademark Security Agreement and the Security Interest created hereby shall be terminated and released upon the Release Conditions being met.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement and the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement and the Guaranty and Security 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 Loan Agreement, the Loan Agreement shall control. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. COUNTERPARTS. This Trademark Security Agreement is a Loan 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.

6. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 15 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[remainder of page intentionally left blank]

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.

GRANTOR:

S.B. PHILLIPS LLC

By: Stephen B Phillips

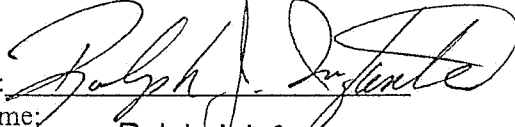
Name: Stephen B. Phillips

Title: CEO

LENDER:

ACCEPTED AND ACKNOWLEDGED
BY:

FCC, LLC d/b/a FIRST CAPITAL

By: 
Name: Ralph J. Infante
Title: Ralph J. Infante
Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

U.S. Registration No. 4,010,168 for the PHILLIPS; and



U.S. Registration No. 4,071,290 for the

logo

Trade Names

None