

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM449696

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Phillips Foods, Inc.		10/16/2017	Corporation: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Compass Bank		
<b>Street Address:</b>	2200 Post Oak Blvd., Ste. 2000		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77056		
<b>Entity Type:</b>	Banking corporation: ALABAMA		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77550134	BOARDWALK	
<b>Serial Number:</b>	75375026	CRAB SLAMMERS	
<b>Serial Number:</b>	77150938	CRABOLOGY 101	
<b>Serial Number:</b>	77002648		
<b>Serial Number:</b>	77366598	CULINARY CRAB	
<b>Serial Number:</b>	77373263	COASTAL CRAB CAKES	
<b>Serial Number:</b>	77518311	MAX & STEVE'S	
<b>Serial Number:</b>	77591335	SHARE YOUR GOOD TASTE	
<b>Serial Number:</b>	77595367	STEVE PHILLIPS WORLD CUISINES	
<b>Serial Number:</b>	77737706	PREMIUM CATCH	
<b>Serial Number:</b>	77770333	CULINARY JUMBO	
<b>Serial Number:</b>	77863207	SEA WINGS	
<b>Serial Number:</b>	85086844	CRAB CRUNCHERS	
<b>Serial Number:</b>	85155374	EVERYDAY CRAB CAKE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7132266397		
<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>			
<b>Phone:</b>	713-226-6000		

CH \$365.00 77550134

**Email:** TMMail@porterhedges.com  
**Correspondent Name:** Jonathan Pierce  
**Address Line 1:** P.O. Box 4744  
**Address Line 4:** Houston, TEXAS 77210-4744

**NAME OF SUBMITTER:** Jonathan Pierce

**SIGNATURE:** /jmp/

**DATE SIGNED:** 11/03/2017

**Total Attachments: 5**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

This **PATENT AND TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is executed as of October 16, 2017, by PHILLIPS FOODS, INC., a Maryland corporation (“**Debtor**”), for the benefit of COMPASS BANK, an Alabama banking corporation (“**Secured Party**”).

### RECITALS:

A. Debtor and each other person from time to time party thereto as a “Borrower” (together with Debtor, collectively, “**Borrowers**” and each individually, a “**Borrower**”), as borrowers, and Secured Party, as lender, have entered into that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the “**Loan Agreement**”), together with certain other Loan Documents.

B. Pursuant to the terms of the Loan Agreement, Debtor has granted to Secured Party a first-priority lien and security interest in all or substantially all of Debtor’s assets, including the IP Collateral (as defined below).

C. As a condition to extending credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor enter into this Agreement with Secured Party to further evidence Secured Party’s continuing security interest in, and lien on, all of the IP Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby collaterally assigns, pledges, and grants to Secured Party a continuing security interest in, all of each Debtor’s right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the “**IP Collateral**”), in each case wherever located and whether now owned or hereafter acquired, created, or existing:

- (1) all of its patents, patent applications, and patent licenses to which it is a party, including but not limited to the United States patents and patent applications referred to on **Schedule 1** hereto;
- (2) all of its trademarks, trademark applications, and any related licenses to which it is a party, including but not limited to the United States trademark applications and registrations referred to on **Schedule 2** hereto, and all goodwill associated therewith or symbolized thereby;
- (3) all reissues, continuations or extensions of the foregoing; and
- (4) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

This security interest is controlled by the terms of the Loan Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to its continuing lien and security interest in the IP Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have caused this Patent and Trademark Security Agreement to be duly executed as of the date set out in the preamble to this Agreement.

**DEBTOR:**

PHILLIPS FOODS, INC.,  
a Maryland corporation

By: 

Dean E. Iowers  
Executive Vice President and Chief Financial Officer



**SCHEDULE 1**

**Patents, Patent Applications and Patent Licenses:**

<u>Inventor</u>	<u>Assignee</u>	<u>Patent No.</u>	<u>Purpose</u>	<u>Date of Patent</u>
Stephen B. Phillips	Phillips Foods, Inc.	8,053,017	Methods for Manufacturing Formed Lumps of Shellfish Meat	November 8, 2011
Stephen B. Phillips	Phillips Foods, Inc.	7,390,248	Methods for Manufacturing Formed Lumps of Meat	June 24, 2008

**SCHEDULE 2**

**TRADEMARKS AND TRADEMARK LICENSES**

<u>Owner of Record</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Design, if applicable</u>
Phillips Foods, Inc.	Boardwalk	3572575	February 10, 2019	
Phillips Foods, Inc.	Phillips (European)	001666437	July 3, 2001	
Phillips Foods, Inc.	Crab Slammers	2270287	August 17, 1999	
Phillips Foods, Inc.	Crabology 101	3510631	October 7, 2008	
Phillips Foods, Inc.	Trade Dress for Black Color (Black Can)	3629229	June 2, 2009	
Phillips Foods, Inc.	Culinary Club	3640594	June 16, 2009	
Phillips Foods, Inc.	Streamer Creations	007032345	April 20, 2009	
Phillips Foods, Inc.	Coastal Crab Cake	3480504	August 5, 2008	
Phillips Foods, Inc.	Max and Steve's	4012809	August 16, 2011	
Phillips Foods, Inc.	Share Your Good Taste	4023112	September 6, 2011	
Phillips Foods, Inc.	Steve Phillips World Cuisine	4060356	November 22, 2011	
Phillips Foods, Inc.	Premium Catch	3971122	May 31, 2011	
Phillips Foods, Inc.	Culinary Jumbo	3945088	April 12, 2011	
Phillips Foods, Inc.	Sea Wings	3945366	April 12, 2011	
Phillips Foods, Inc.	Crab Crunchers	3999638	July 19, 2011	
Phillips Foods, Inc.	Everyday Crab Cake	3981111	June 21, 2011	

Amended and Restated Trademark License Agreement dated September 1, 2010 by and between S.B. Phillips LLC and Phillips Foods, Inc.

Trademark License Agreement dated September 1, 2010 by and between S.B. Phillips LLC and Phillips Franchising LLC.