

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458323

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BD&K Foods, LLC		01/16/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	1717 Main Street, 3rd Floor-MC6525		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4837108	DON'T FORGET YOUR FIXINS	
Registration Number:	4599616	FIXIN'S SOUTHERN STYLE GOODNESS	
Registration Number:	4530711	FIXIN'S FACT	
Registration Number:	4479738	FIXINS "SOUTHERN STYLE GOODNESS"	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<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:	2109787487		
Email:	venisa.dark@haynesboone.com		
Correspondent Name:	Venisa Dark, Haynes and Boone LLP		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	7898.160_Monier		
NAME OF SUBMITTER:	Venisa Dark		
SIGNATURE:	/Venisa Dark/		
DATE SIGNED:	01/17/2018		
Total Attachments: 8			
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OP \$115.00 4837108

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Agreement**"), dated as of January 16, 2018, is made by BD&K FOODS, LLC, a Delaware limited liability company ("**Grantor**"), in favor of Comerica Bank ("**Secured Party**").

RECITALS:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith, by and among Chairmans Foods, LLC, a Delaware limited liability company ("**Borrower**") and Secured Party (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), Secured Party has agreed to extend certain loans to Borrower for the direct or indirect benefit of Borrower or Grantor; and

WHEREAS, the Grantor is party to that certain Security Agreement of even date herewith, among Secured Party and Grantor (including all annexes, exhibits or schedules thereto, as from time to time further amended, restated, supplemented or otherwise modified, the "**Security Agreement**"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Secured Party this 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. **Definitions.** All initially capitalized terms used but not otherwise defined herein have the meaning given to them in the Security Agreement. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meaning provided for by the Code to the extent the same are used or defined therein.

2. **Grant of Security Interest in Intellectual Property Collateral.** Grantor (or if more than one Grantor signs this Agreement, each Grantor) hereby unconditionally grants, assigns, and pledges to Secured Party, to secure the obligations under the Credit Agreement and the other Secured Obligations, a continuing security interest (referred to in this Agreement as the "**Security Interest**") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "**Intellectual Property Collateral**"):

- (a) all of Grantor's patents, patent applications, and patent licenses to which it is a party, including those referred to in Part A to Schedule I hereto;
- (b) all of Grantor's trademarks and trademark licenses to which it is a party, including those referred to in Part B to Schedule I hereto;
- (c) all of Grantor's copyrights and copyright licenses to which it is a party, including those referred to in Part C to Schedule I hereto;
- (d) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles relating to the Intellectual Property Collateral covered by this Agreement; and
- (e) all proceeds of the foregoing, including all additions, attachments, accessions, parts, replacements, substitutions, renewals, interest, dividends, distributions, rights of any kind (including, but not limited to, stock splits, stock rights, voting and preferential rights), products, and all cash and non-cash proceeds of or pertaining to the above, including, without limit, insurance and condemnation proceeds, and cash or other property which were proceeds and are recovered by a bankruptcy trustee or otherwise as a preferential transfer by Grantor.

3. **Security for Secured Obligations.** This Agreement and the Security Interest created hereby secures the

payment and performance of the Indebtedness, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Indebtedness and would be owed by Grantor, to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

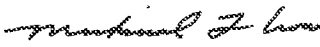
4. **Security Agreement.** The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Intellectual Property 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. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

5. **Counterparts.** This 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 Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

BD&K FOODS, LLC

By: 
Name: Michael L. Crow
Title: Secretary

SCHEDULE I

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

(PART A)

PATENTS

None.

(PART B)
TRADEMARKS

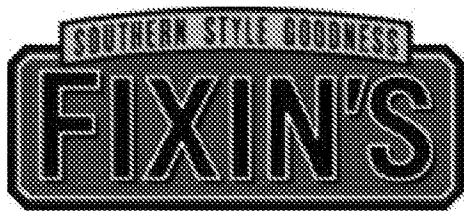
	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1	85740157	4837108	DON'T FORGET YOUR FIXINS	TSDR	LIVE
2	85825805	4599616	FIXIN'S SOUTHERN STYLE GOODNESS	TSDR	LIVE
3	85868787	4530711	FIXIN'S FACT	TSDR	LIVE
4	85728982	4479738	FIXINS "SOUTHERN STYLE GOODNESS"	TSDR	LIVE

1. Don't Forget Your Fixins (word mark)

Class 029: Prepared or packaged side dishes consisting primarily of potatoes or vegetables; prepared or packaged side dishes, namely, creamed corn, mashed potatoes, okra and tomatoes, red beans, turnip greens, collard greens, green beans, pinto beans, black beans, baby carrots, sliced carrots and Brunswick stew.

Class 030: Prepared or packaged side dishes having primarily a rice base or pasta base; prepared or packaged side dishes, namely, rice, macaroni and cheese and pasta salad.

2. Fixin's Southern Style Goodness (logo)



Class 029: Side dishes consisting primarily of potatoes or vegetables; side dishes, namely, creamed corn, mashed potatoes, okra and tomatoes, red beans, turnip greens, collard greens, green beans, pinto beans, black beans, baby carrots, sliced carrots and Brunswick stew.

Class 030: Side dishes having primarily a rice base or pasta base; side dishes namely, rice, macaroni and cheese and pasta salad.

3. Fixin's Fact (word mark)

Class 029: Prepared or packaged side dishes consisting primarily of potatoes or vegetables; prepared or packaged side dishes, namely, creamed corn, mashed potatoes, okra and tomatoes,

red beans, turnip greens, collard greens, green beans, pinto beans, black beans, baby carrots, sliced carrots and Brunswick stew.

Class 030: Prepared or packaged side dishes having primarily a rice base or pasta base; prepared or packaged side dishes, namely, rice, macaroni and cheese and pasta salad.

4. **Fixins “Southern Style Goodness” (word mark)**

Class 029: Prepared or packaged side dishes consisting primarily of potatoes or vegetables; prepared or packaged side dishes, namely, creamed corn, mashed potatoes, okra and tomatoes, red beans, turnip greens, collard greens, green beans, pinto beans, black beans, baby carrots, sliced carrots and Brunswick stew.

Class 030: Prepared or packaged side dishes having primarily a rice base or pasta base; prepared or packaged side dishes, namely, rice, macaroni and cheese and pasta salad.

(PART C)
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None.