

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM468868

<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>
RIVERSIDE FOODS, INC.		04/04/2018	Corporation: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO HARRIS BANK N.A. AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	111 West Monroe		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85373565	SUPER SAMPLERS	
<b>Serial Number:</b>	87590068	TRIVERS' HALF NAKED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7037125050		
<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>	703-712-5352		
<b>Email:</b>	jmiller@mcguirewoods.com		
<b>Correspondent Name:</b>	Joyce Miller		
<b>Address Line 1:</b>	1750 Tysons Blvd.		
<b>Address Line 2:</b>	Suite 1800		
<b>Address Line 4:</b>	Tysons, VIRGINIA 22102		
<b>NAME OF SUBMITTER:</b>	Joyce Miller		
<b>SIGNATURE:</b>	/Joyce Miller/		
<b>DATE SIGNED:</b>	04/06/2018		
<b>Total Attachments: 3</b>			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of April 4, 2018 (this "Trademark Security Agreement"), is made by RIVERSIDE FOODS, INC., a Wisconsin corporation (the "Grantor"), in favor of BMO HARRIS BANK N.A., in its capacity as Administrative Agent ("Agent") for the Secured Parties. All capitalized terms used but not defined herein shall have the meanings given to such terms in the Loan Agreement (as hereinafter defined).

### RECITALS:

A. The Grantor, the lenders from time to time party thereto and Agent are party to a Loan and Security Agreement dated as of December 2, 2011 (as in effect on the date hereof, the "Loan Agreement").

B. Pursuant to the Loan Agreement, the Grantor has agreed to execute and deliver to the Agent this Trademark Security Agreement.

In order to induce the Secured Parties to from time to time make and maintain extensions of credit under the Loan Agreement and the Secured Bank Product Obligations, the Grantor hereby agrees as follows:

1. **Grant of Security Interest in U.S. Trademark Collateral.** Schedule 1 attached hereto sets forth all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers and designs, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith in the United States Patent and Trademark Office and all renewals thereof and all goodwill associated therewith or symbolized thereby (collectively, "U.S. Trademarks") owned by the Grantor, and the Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of its U.S. Trademarks and all proceeds thereof, which such security interest shall secure the Secured Obligations.

2. **Loan Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the U.S. Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

3. **Termination.** Upon the payment in full of the Secured Obligations and termination of the Loan Agreement, the Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the U.S. Trademarks under this Trademark Security Agreement.


4. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

*[Signature Pages Follow]*

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

**GRANTOR:**

**RIVERSIDE FOODS, INC.**

By:  Denise A. Kolczak  
Name: CEO  
Title: \_\_\_\_\_

**SCHEDULE 1**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**United States Trademark Registrations:**

<u>Country</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
United States	Super Samplers	85373565	3/27/2012

**United States Trademark Applications:**

<u>Country</u>	<u>Trademark</u>	<u>Application Number</u>	<u>Filing Date</u>
United States	Trivers' Half Naked	87590068	8/30/2017