

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469026

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Land O'Frost Sausages, LLC		04/02/2018	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	MAC N8405-164		
Internal Address:	10 S. Wacker Dr.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	85095024	BIG N' MEATY	
Serial Number:	78800690	TOMBOY	
Serial Number:	78382591	DER VIENER SCHLINGER	
Serial Number:	78381739	FAIRBURY BRAND	
Serial Number:	78382260	FAIRBURY BRAND	
Serial Number:	75213551	BASSETT'S	
Serial Number:	73088088	AMBASSADOR	
Serial Number:	73202576	OUR OLD FASHION	
Serial Number:	72465143	WIMMER'S	
Serial Number:	72342318		
Serial Number:	72342317	AMBASSADOR	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	7037125130		
Email:	rdbaker@mcguirewoods.com		
Correspondent Name:	Regina Baker		

OP \$290.00 85095024

Address Line 1: 1750 Tysons Boulevard, Suite 1800
Address Line 4: Tysons, VIRGINIA 22102

NAME OF SUBMITTER: REGINA BAKER

SIGNATURE: /REGINA BAKER/

DATE SIGNED: 04/09/2018

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of April 2, 2018, by the Grantor listed on the signature pages hereof (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank").

WITNESSETH:

WHEREAS, pursuant to that certain Restated Credit Agreement dated as of April 2, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "LOF Credit Agreement"), by and among Land O'Frost, Inc., an Illinois corporation, Land O'Frost Holding, LLC, an Illinois limited liability company, Wellshire Farms, LLC, an Illinois limited liability company, and the other entities (if any) party thereto from time to time as "Borrowers" (collectively, the "LOF Borrowers") and Bank, the Bank has agreed to make certain financial accommodations available to the LOF Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, Van Eekeren Holding Company, LLC, an Illinois limited liability company ("VE LLC"), and the other entities (if any) party thereto as "Borrowers" from time to time (collectively, "VE Borrowers") are indebted to Bank pursuant to that certain Amended and Restated Credit Agreement, dated as of April 29, 2016, as amended, restated, supplemented, or otherwise modified from time to time (the "VE Credit Agreement");

WHEREAS, the Bank is willing to make or continue to make the financial accommodations to the LOF Borrowers and the VE Borrowers as provided for in the LOF Credit Agreement, the VE Credit Agreement, the other LOF Loan Documents, and the VE Loan Documents, as applicable, but only upon the condition, among others, that the Grantor shall have executed and delivered to the Bank, that certain Third Party Security Agreement: Business Assets, dated as of the date hereof, made by the Grantor and the other entities (if any) party thereto from time to time as "Owner" in favor of the Bank (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, Grantor is an affiliate of each LOF Borrower and of each VE Borrower and will receive substantial benefit from the extension of loans and other financial accommodations from Bank to LOF Borrowers and to VE Borrowers, respectively; and

WHEREAS, pursuant to the LOF Credit Agreement, the VE Credit Agreement, and the Security Agreement, the Grantor is required to execute and deliver to Bank 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, the Grantor hereby agrees as follows:

1. DEFINED TERMS; LOAN DOCUMENT; INCORPORATION BY REFERENCE.

All capitalized terms used but not otherwise defined in this Trademark Security Agreement have the meanings indicated in the Security Agreement. This Trademark Security Agreement is both a LOF Loan Document and a VE Loan Document. The preamble and recitals to this Trademark Security Agreement are hereby incorporated into this Trademark Security Agreement by reference.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby unconditionally grants, assigns, and pledges to Bank, to secure the LOF Secured Obligations and the VE Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of the Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"), in each case subject to Section 3 of this Trademark Security Agreement:

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party from time to time including without limitation those referred to on Schedule I attached hereto and incorporated herein by this reference;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Illinois Uniform Commercial Code, as in effect from time to time) of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property 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 Intellectual Property License.

The Grantor hereby represents and warrants that no LOF Excluded Asset or VE Excluded Asset is referred to on Schedule 1 attached hereto.

3. EXCLUDED TRADEMARK COLLATERAL.

(a) Subject to clauses (b) through (d) of this Section 3, but notwithstanding any other provision of this Trademark Security Agreement, the term "Trademark Collateral" does not include, and a security interest will not attach pursuant to this Trademark Security Agreement to, any intent-to-use trademark application, but only to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of that intent-to-use trademark application under applicable federal law.

(b) The exclusions of Section 3(a) do not (and are not to be construed to) limit, impair, or otherwise affect any of Bank's Liens in or upon any right or interest of the Grantor in or to (i) monies due or to become due under or in connection with any intent-to-use trademark application, or (ii) any proceeds from the sale, license, lease, or other dispositions of any intent-to-use trademark application.

(c) With respect to any intent-to-use trademark application excluded from the Trademark Collateral in accordance with Section 3(a), upon submission to and acceptance by the United States Patent and Trademark Office of a statement of use or an amendment to allege use pursuant to 15 U.S.C. § 1060(a) or any successor provision, that intent-to-use trademark application will, without necessity of any further action, become Trademark Collateral.

(d) For the avoidance of doubt and notwithstanding any provision of this Trademark Security Agreement to the contrary, neither the LOF Secured Obligations of the Grantor nor the VE Secured Obligations of the Grantor include any Excluded Swap Obligation of the Grantor.

4. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the LOF Secured Obligations and the VE Secured 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 LOF Secured Obligations and liabilities or part of the VE Secured Obligations and liabilities and, in each case would be owed by the Grantor to Bank, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Grantor.

5. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, in the LOF Credit Agreement, and in the VE Credit Agreement, the terms and provisions of each 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 Security Agreement, the Security Agreement shall control.

6. AUTHORIZATON TO SUPPLEMENT; AFTER-ACQUIRED TRADEMARKS. If the Grantor shall hereafter obtain rights to any Trademark Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting the obligations of the Grantor under the Security Agreement, the LOF Credit Agreement, or the VE Credit Agreement, the Grantor hereby authorizes Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include each and every supplement to such Schedule I delivered to Bank by or on behalf of the Grantor pursuant to the Security Agreement, the LOF Credit Agreement, the VE Credit Agreement, or otherwise. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral (including, without limitation, the Trademark Collateral), whether or not listed on Schedule I.

7. RELEASE OF LIENS. Upon any disposition of Trademark Collateral that is expressly permitted pursuant to the Security Agreement, such Trademark Collateral shall be released from the security interests granted herein.

8. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of 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, or binding effect of this Trademark Security Agreement.

9. GOVERNING LAW AND ARBITRATION PROVISIONS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW AND ARBITRATION SET FORTH IN SECTIONS 7.10 AND 7.13 OF THE LOF CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY

THIS REFERENCE, *MUTATIS MUTANDIS*. Grantor hereby acknowledges that it has received and reviewed the LOF Credit Agreement.

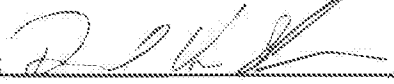
10. TERMINATION. This Trademark Security Agreement shall remain in full force and effect until the Security Agreement terminates in accordance with its terms, notwithstanding anything to the contrary, including without limitation (a) the termination of any of the other LOF Loan Documents or VE Loan Documents; (b) the termination of all commitments of Bank to make loans and other financial accommodations under the LOF Loan Documents or under the VE Loan Documents; (c) the release by Bank of the Liens granted pursuant to the LOF Loan Documents or the VE Loan Documents; or (d) the full and final payment, and satisfaction and discharge, of the LOF Secured Obligations or the VE Secured Obligations.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Trademark Security Agreement has been duly executed by the parties hereto, intending to be legally bound hereby, as of April 2, 2018.

GRANTOR:

LAND O'FROST SAUSAGES, LLC

By: 

Title: Sole Manager

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

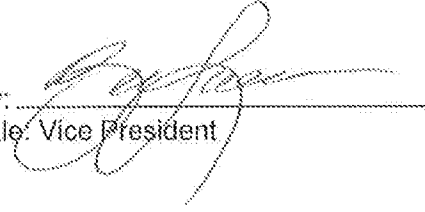
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BANK:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]


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TRADEMARK
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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

This Schedule I is attached to and made a part of that certain Trademark Security Agreement, dated as of April 2, 2018, made by LAND O'FROST SAUSAGES, LLC, an Illinois limited liability company, and the other "Grantors" (if any) party thereto from time to time, in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION.

Trademark Registrations/Applications

Debtor	Country	Mark	Application/ Registration #	Application Date / Registration Date
Land O' Frost Sausages, LLC	US	BIG N' MEATY	85095024/ 3937722	July 28, 2010/March 29, 2011
Land O' Frost Sausages, LLC	US	TOMBOY	78800690/3418300	January 27, 2006/April 29, 2008
Land O' Frost Sausages, LLC	US	DER VIENER SCHLINGER	78382591/ 2970324	March 11, 2004/July 19, 2005
Land O' Frost Sausages, LLC	US	FAIRBURY BRAND	78381739/ 3034381	March 10, 2004/December 27, 2005
Land O' Frost Sausages, LLC	US	FAIRBURY BRAND	78382260/ 2997336	March 11, 2004/September 20, 2005
Land O' Frost Sausages, LLC	US	BASSETT'S	75213551/ 2116308	December 16, 1996/ November 25, 1997
Land O' Frost Sausages, LLC	US	AMBASSADOR	73088088/ 1093892	May 24, 1976/June 20, 1978
Land O' Frost Sausages, LLC	US	OUR OLD FASHION	73202576/ 1285402	February 5, 1979/ July 10, 1984
Land O' Frost Sausages, LLC	US	WIMMERS	72465143/ 0990312	August 8, 1973/ August 6, 1974
Land O' Frost Sausages, LLC	US	 (design only)	72342318/ 0911014	October 31, 1969/ April 6, 1971
Land O' Frost Sausages, LLC	US	AMBASSADOR	72342317/ 0916818	October 31, 1969/ July 20, 1971

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.