

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470574

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wellshire Farms, LLC		04/02/2018	Limited Liability Company: ILLINOIS

RECEIVING PARTY DATA

Name:	Wellshire Farms West Inc.
Street Address:	Wellshire Farms, Inc.
Internal Address:	509 Woodstown Road
City:	Swedesboro
State/Country:	NEW JERSEY
Postal Code:	08085
Entity Type:	Corporation: FLORIDA

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	4226466	ALWAYS IN GOOD TASTE... NATURALLY!
Registration Number:	4961799	
Registration Number:	4232159	COLAMECO'S PRIMO NATURALE
Registration Number:	3607994	COLAMECO'S
Registration Number:	4141115	COLAMECO'S PRIMO NATURALE
Registration Number:	3231207	FEEL GREAT EAT WELL
Registration Number:	3952093	GARRETT VALLEY
Registration Number:	4252482	GLOBAL GOURMET GG
Registration Number:	3345046	HEAT AND EAT WELL
Registration Number:	4706213	HOMESTYLE MEALS
Registration Number:	4799531	LESS IS MORE! ONLY INGREDIENTS
Registration Number:	3283705	LOU'S FAMOUS
Registration Number:	4143814	LOU'S GARRETT VALLEY NATURALS
Registration Number:	4140058	LOU'S GARRETT VALLEY NATURALS
Registration Number:	3952094	LOU'S NATURALS
Registration Number:	4802011	LOU'S NATURALS
Registration Number:	5196888	NATURAL SHOULD MEAN NATURAL
Registration Number:	5276171	ALL BACON IS GOOD, BUT WELLSHIRE DRY RUB

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5232071	MORE NATURAL THAN NATURAL
Registration Number:	3694167	OPUS O
Registration Number:	3075517	SMART CHART
Registration Number:	3271832	SMART CHART GF SF DF P8
Registration Number:	3849957	WELL OP! WORKING WELL TOGETHER
Registration Number:	3548157	WELLSHIRE
Registration Number:	4006115	WELLSHIRE
Registration Number:	3280699	WELLSHIRE KIDS
Registration Number:	3345721	WELLSHIRE KIDS
Registration Number:	4025451	WELLSHIRE ORGANIC
Registration Number:	4042847	WELLSHIRE UNIVERSITY "U"

CORRESPONDENCE DATA

Fax Number: 7037125050

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.

Phone: 7037125130

Email: rdbaker@mcguirewoods.com

Correspondent Name: Regina Baker

Address Line 1: 1750 Tysons Boulevard, Suite 1800

Address Line 4: Tysons, VIRGINIA 22102

NAME OF SUBMITTER:	REGINA BAKER
SIGNATURE:	/REGINA BAKER/
DATE SIGNED:	04/19/2018

Total Attachments: 10

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THIS TRADEMARK SECURITY AGREEMENT AND THE LIENS, RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF APRIL 2, 2018 AMONG WELLS FARGO BANK, N.A. ("SENIOR LENDER"), THE GRANTOR AND SECURED CREDITOR, TO THE LIENS GRANTED BY THE GRANTOR TO THE SENIOR LENDER AND SECURED CREDITOR AND ANY SUBSEQUENT PARTY OF THIS TRADEMARK SECURITY AGREEMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of April 2, 2018, by WELLSHIRE FARMS, LLC, an Illinois limited liability company (the "Grantor"), in favor of WELLSHIRE FARMS WEST INC., a Florida corporation ("Secured Creditor").

WITNESSETH:

WHEREAS, pursuant to that certain Subordinated Promissory Note, dated as of the date hereof, executed by the Grantor in favor of Secured Creditor, and any future amendments, restatements, modifications or supplements thereof or thereto (the "Note"), Secured Creditor agreed to make certain financial accommodations available to the Grantor, on the terms and conditions set forth therein;

WHEREAS, Secured Creditor is willing to make the financial accommodations to the Grantor as provided for in the Note and the other Loan Documents, but only upon the condition, among others, that the Grantor shall have executed and delivered to Secured Creditor, that certain Security Agreement, dated as of the date hereof, made by the Grantor in favor of Secured Creditor (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Secured Creditor 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, each 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 or, if no definition is provided for such term therein, in the Note. This Trademark Security Agreement is a 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 Secured Creditor, to secure the 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 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 License; and

(c) all products and proceeds (as that term is defined in the Delaware 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 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 License.

The Grantor hereby represents and warrants that no 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 Secured Creditor'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.

4. SECURITY FOR SECURED 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 liabilities and would be owed by the Grantor, or any of them, to Secured Creditor, 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 Secured Creditor pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Secured Creditor with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the Note, 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. AUTHORIZATION 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 Note, the Grantor hereby authorizes the Secured Creditor unilaterally to modify this Trademark Security Agreement by amending Schedule I to include each and every supplement to such Schedule I delivered to the Secured Creditor by or on behalf of the Grantor, or any of them, pursuant to the Security 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 the Secured Party'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 either the Security Agreement or the Note, 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.

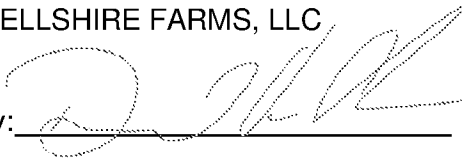
9. GOVERNING LAW PROVISIONS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW SET FORTH IN SECTION 14(C) OF THE NOTE, AND SUCH PROVISION IS INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[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:

WELLSHIRE FARMS, LLC

By:  _____

Title: President


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006346 FRAME: 0595

SECURED CREDITOR:

ACCEPTED AND ACKNOWLEDGED BY:

WELLSHIRE FARMS WEST INC.



By: _____
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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 WELLSHIRE FARMS, LLC, an Illinois limited liability company in favor of WELLSHIRE FARMS WEST INC.

Trademark Registrations/Applications

Grantor¹	Country	Mark	Reg. No.	Reg. Date	Application No.
Wellshire Farms, LLC	US	ALWAYS IN GOOD TASTE...NATURALLY!	4,226,466	10/16/2012	85/236,358
Wellshire Farms, LLC	US	Claim Box Design	4,961,799	5/17/2016	86/699,442
Wellshire Farms, LLC	US	COLAMECO' S PRIMO NATURALE	4,232,159	10/30/2012	85/236,434
Wellshire Farms, LLC	US	COLAMECO'S	3,607,994	4/14/2009	77/625,450
Wellshire Farms, LLC	US	COLAMECO' S PRIMO NATURALE and Design ¹	4,141,115	5/15/2012	85/243,689
Wellshire Farms, LLC	US	FEEL GREAT EAT WELL	3,231,207	4/17/2007	78/643,362
Wellshire Farms, LLC	US	GARRETT VALLEY	3,952,093	4/26/2011	77/935,692
Wellshire Farms, LLC	US	GLOBAL GOURMET GG and Design	4,252,482	12/04/2012	85/408,475

¹ Each of the marks is currently in the name of Wellshire Farms West. Inc. (Florida) with the exception that the USPTO lists the owner of the MORE NATURAL THAN NATURAL registration as in the name of Wellshire Farms, Inc. These marks will be assigned to Wellshire Farms, LLC.

Wellshire Farms, LLC	US	HEAT AND EAT WELL	3,345,046	11/27/2007	78/391,976
Wellshire Farms, LLC	US	HOMESTYLE MEALS	4,706,213	3/24/2015	85/972,564
Wellshire Farms, LLC	US	LESS IS MORE! ONLY INGREDIENTS and Design	4,799,531	8/25/2015	86/512,124
Wellshire Farms, LLC	US	LOU'S FAMOUS	3,283,705	8/21/2007	78/707,917
Wellshire Farms, LLC	US	LOU'S GARRETT VALLEY NATURALS	4,143,814	5/15/2012	85/236,405
Wellshire Farms, LLC	US	LOU'S GARRETT VALLEY NATURALS and Design	4,140,058	5/08/2012	85/243,709
Wellshire Farms, LLC	US	LOU'S NATURALS	3952094	4/26/2011	77/935696
Wellshire Farms, LLC	US	LOU'S NATURALS and Design ¹	4,802,011	9/01/2015	86/261,334
Wellshire Farms, LLC	US	NATURAL SHOULD MEAN NATURAL	5196888	5/2/2017	86927745
Wellshire Farms, LLC	US	ALL BACON IS GOOD BUT WELLSHIRE DRY RUBBED IS GREAT!	5276171	8/29/2017	87323228
Wellshire Farms, LLC	Canada	ALL BACON IS GOOD BUT WELLSHIRE DRY RUBBED IS GREAT!			1847578
Wellshire Farms,	US	MORE NATURAL THAN NATURAL	5232071	6/27/2017	87237183

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LLC					
Wellshire Farms, LLC	US	OPUS O	3,694,167	10/06/2009	78/523,506
Wellshire Farms, LLC	US	SMART CHART	3,075,517	4/04/2006	78/281,366
Wellshire Farms, LLC	US	SMART CHART GF SF DF P8 and Design	3,271,832	7/31/2007	78/804,347
Wellshire Farms, LLC	US	WELL OP! WORKING WELL TOGETHER and Design	3,849,957	9/21/2010	77/935,731
Wellshire Farms, LLC	US	WELLSHIRE	3,548,157	12/16/2008	78/235,771
Wellshire Farms, LLC	Canada	WELLSHIRE	TMA750,766	10/22/2009	1,339,286
Wellshire Farms, LLC	Mexico	WELLSHIRE	1,082,901	2/09/2009	961,569
Wellshire Farms, LLC	US	WELLSHIRE and Design (Farm Scene)	4,006,115	8/02/2011	85/213,822
Wellshire Farms, LLC	US	WELLSHIRE KIDS	3,280,699	8/14/2007	78/708,227
Wellshire Farms, LLC	US	WELLSHIRE KIDS and Design	3,345,721	11/27/2007	78/803,129
Wellshire Farms, LLC	US	WELLSHIRE ORGANIC and Design ¹	4,025,451	9/13/2011	85/214,817
Wellshire Farms,	US	WELLSHIRE UNIVERSITY "U" and	4,042,847	10/18/2011	85/001,947

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LLC		Design ¹			
Wellshire Farms, LLC	Canada	WOODSTOWN FARMS	TMA916,897	10/13/2015	1690470

Trade Names

None.

Common Law Trademarks

See attachment 1

Trademarks Not Currently In Use

None.

Trademark Licenses

<i>All Licenses Are Oral²</i>			
<u>Licensee</u>	<u>Customer</u>	<u>Product</u>	<u>Royalty to Wellshire Farms West (FL) (dollars per pound)</u>
<u>Kunzlers (2015)</u>			
	Aldi	Appleton Bacon Farms	0.05
<u>Martins (2017)</u>			
	Metropolitan	WF Mild Italian	0.1
		WF Hot Italian	0.1
		WF Bratwurst	0.1
		WF Chorizo	0.1

² Wellshire Farms, LLC will be stepping into the position of licensor, and will continue to receive royalty payments for the licensing of the identified recipes, unless the license agreements are terminated. Royalties are generally expected to be paid on a monthly basis.

All of the licenses are oral and the IP that is subject of all of these licenses are the recipes for the identified products. With reasonable notice, Wellshire Farms, LLC could visit and inspect each licensee's facilities and that it has the right to terminate the license if any of its quality control requirements are not met. Licenses can be terminated by either side at any time.

		WFChicken Mild	0.1
		WF Chicken Hot	0.1
		WF Chicken Bratwurst	0.1
		WF Chicken Breakfast BULK	0.1
		WF Breakfast BULK	0.1
		WF Mild Italian BULK	0.1
		WF Chicken Mild BULK	0.1
		WF Italian BULK	0.1
	<u>Godshalls</u> <u>(2015)</u>		
	C&S Ahold	Turkey Bacon-ABF	0.1
		MPL Turkey Bacon	0.1
	Columbus Manufacturing	Applewood Turkey Bacon	0.05
	C&S Wholesale	Turkey Kielbasa	0.2
	H.E. Butt	Turkey Kielbasa	0.1
	Kroger	Turkey Bacon Slcd	0.1
	Supervalu-OR	Turkey Kielbasa	0.2
	Safeway-Auburn	Turkey Kielbasa	0.2
	Safeway-Dallas	Turkey Kielbasa	0.2
	Safeway-Denver	Turkey Kielbasa	0.2
	Safeway-Tracy	Turkey Kielbasa	0.2
	SuperValu-Shaws	Turkey Kielbasa	0.2

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