

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484384

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Savage Enterprises, LLC		08/01/2018	Limited Liability Company: DELAWARE
Savage Services Corporation		08/01/2018	Corporation: UTAH
Bartlett Agri Enterprises, Inc.		08/01/2018	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2288680	SAFE HANDLING INC.	
Registration Number:	2878538	SAVAGE	
Registration Number:	3145848	SAVAGE	
Registration Number:	5324557	SAVAGE INLAND MARINE	
Registration Number:	1550532	B	
Registration Number:	2584623	CLEVELAND FEEDS	
Registration Number:	1979387	FIELD BOSS	
Registration Number:	0886415	FINE SPUN	
Registration Number:	1846897	"SASSY KAT"	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-318-6532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	ALANA GRAMER		
Address Line 1:	C/O PAUL HASTINGS LLP		

CH \$240.00 2288680

Address Line 2: 200 PARK AVENUE
Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER: ALANA GRAMER

SIGNATURE: /s/ AG

DATE SIGNED: 08/01/2018

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made as of August 1, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, in its capacity as the administrative agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 1, 2018 (as it may be amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement") by and among **SAVAGE ENTERPRISES INTERMEDIATE, LLC**, a Delaware limited liability company ("Holdings"), **SAVAGE ENTERPRISES, LLC**, a Delaware limited liability company ("Parent Borrower"), certain Subsidiaries of Parent Borrower set forth on Schedule 1.1(h) thereto, and those additional entities that have become parties to the Credit Agreement as Borrowers in accordance with the terms thereof (each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the lenders party thereto as from time to time (such lenders, together with their respective successors and permitted assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), the Agent, and the other parties thereto, the Lender Group has have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, the other Loan Documents and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to the Agent, for the benefit of the Secured Parties, that certain Security Agreement, dated as of August 1, 2018 (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, Grantors are required to execute and deliver to the Agent, for the benefit of the Secured Parties, 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.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction and other provisions set forth in Section 26(e) of the Security Agreement, which rules of construction and other provisions are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to the Agent, for the benefit each of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security 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, in each case, to the extent not constituting Excluded Assets (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(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 Code) of the foregoing, including any claim by such 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.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the 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 Secured Obligations and would be owed by Grantors, or any of them, to the Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Security Interest in the Trademark 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 Trademark Security Agreement and Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize the Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. 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 Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement is a Loan Document. This Trademark Security 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 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, and binding effect of this Trademark Security Agreement.

7. **CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN**

SECTION 23 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature Pages Follow.]

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

SAVAGE ENTERPRISES, LLC, as a Grantor

By: 

Name: Jeffrey L. Roberts

Title: Executive Vice President & Chief Financial
Officer

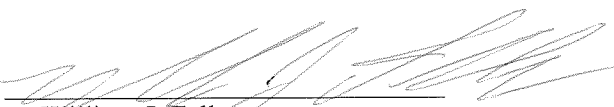
SAVAGE SERVICES CORPORATION, as a Grantor

By: 

Name: Jeffrey L. Roberts

Title: Executive Vice President & Chief Financial
Officer

**BARTLETT AGRI ENTERPRISES, INC., as a
Grantor**

By: 

Name: William J. Fellows

Title: President & Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, as Agent

By: 
Name: Casimir Mazurkiewicz
Title: Authorized Signatory

Schedule I to Trademark Security Agreement

<i>Trademark Name</i>	<i>TM Country</i>	<i>Registration No.</i>	<i>Owner</i>
SAFE HANDLING INC. (& Design)	United States	2288680	Savage Services Corporation
SAVAGE	Saudi Arabia	143309080	Savage Enterprises, LLC
SAVAGE	International	IR-1127481	Savage Enterprises, LLC
SAVAGE	Norway	1127481	Savage Enterprises, LLC
SAVAGE	European Union	1127481	Savage Enterprises, LLC
SAVAGE	United States	2878538	Savage Enterprises, LLC
SAVAGE (& Design)	Saudi Arabia	143309081	Savage Enterprises, LLC
SAVAGE (& Design)	International	IR-1127546	Savage Enterprises, LLC
SAVAGE (& Design)	European Union	1127546	Savage Enterprises, LLC
SAVAGE (& Design)	Norway	1127546	Savage Enterprises, LLC
SAVAGE (& Design)	United States	3145848	Savage Enterprises, LLC
SAVAGE INLAND MARINE	United States	5324557	Savage Enterprises, LLC
SAVAGE LOGISTICS (Design)	United States	Not yet registered	Savage Enterprises, LLC
Bartlett "B" (Block Design-Blue)	United States	1550532 (USPTO)	Bartlett Agri Enterprises, Inc.
Cleveland Feeds	United States	2584623 (USPTO)	Bartlett Agri Enterprises, Inc.
FIELD BOSS (+Design)	United States	1979387 (USPTO)	Bartlett Agri Enterprises, Inc.
FINE SPUN (+Design-Spinning Wheel)	United States	886415 (USPTO)	Bartlett Agri Enterprises, Inc.
SASSY KAT (+Design)	United States	1846897 (USPTO)	Bartlett Agri Enterprises, Inc.