

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495843

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
George's Foods, LLC		10/29/2018	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	101 N. Tryon St, Mail Code: NC1-001-05-45		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2844238	GEORGE'S FOODS	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	042525-0156		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	10/29/2018		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 29, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**,” and, collectively, the “**Grantors**”) in favor of Bank of America, N.A., as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to a Security Agreement, dated as of October 29, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among each of the Grantors, the other grantors party thereto and the Administrative Agent for the Secured Parties pursuant to which the Grantors granted a security interest to the Administrative Agent, for the benefit of the Secured Parties, in the Trademark Collateral (as defined below) and are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in and to all of the following, whether now owned or existing or owned, acquired, or arising hereafter (collectively, the “**Trademark Collateral**”); *provided that*, the Trademark Collateral shall not include any Excluded Property:

- (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, to the extent that and solely during period during which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), whether in the United States Patent and Trademark Office (the “**USPTO**”) or in any similar office or agency of the United States or any other country, any state thereof or any political subdivision thereof, or otherwise, including any of the foregoing listed on Schedule A hereto,
- (ii) all renewals thereof,
- (iii) any agreement, written or oral, providing for the grant by or to a Grantor of any right to use any Trademark, including those listed on Schedule A hereto, and

- (iv) all Proceeds of any and all of the foregoing.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the occurrence of the Facility Termination Date. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 AND SECTION 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy or other electronic imaging means (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GEORGE'S FOODS, LLC
GEORGE'S, INC.

OZARK MOUNTAIN POULTRY, INC.
CAMPOS FOODS LLC

By: 
Name: Adam Kees
Title: Treasurer and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006469 FRAME: 0520


BANK OF AMERICA, N.A.,
as Administrative Agent





By: 
Name: _____
Title: **Denise Jones**
Vice President


[Signature Page to Trademark Security Agreement]

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Serial No./ Filing Date	Registration No./ Registration Date	Mark	Status	Current Owner of Record
77115165 23-FEB-2007	3767844 30-MAR-2010	QUICK'N EAT	Registered	Campos Foods LLC
76349965 19-DEC-2001	2844238 25-MAY- 2004	GEORGE'S FOODS	Registered	George's Foods, LLC
74193456 12-AUG-1991	1699262 07-JUL-1992	GEORGE'S Stylized GEORGE'S	Registered	George's, Inc.
74333802 23-NOV-1992	1785708 03-AUG- 1993	B-52 BOMBER WINGS	Registered	George's, Inc.
74193455 12-AUG-1991	1701973 21-JUL-1992	Design only 	Registered	George's, Inc.
74193461 12-AUG-1991	1701974 21-JUL-1992	GEORGE'S FARMS	Registered	George's, Inc.
73505007 22-OCT-1984	1378301 14-JAN-1986	GEORGE'S	Registered	George's, Inc.
85887557 27-MAR-2013	4660283 23-DEC-2014	GEORGE'S Stylized GEORGE'S	Registered	George's, Inc.

Serial No./ Filing Date	Registration No./ Registration Date	Mark	Status	Current Owner of Record
87937124 25-MAY-2018	--	QUALITY PRODUCTS. FAMILY VALUES.	Pending	George's, Inc.
87095141 06-JUL-2016	--	OMP OZARK MOUNTAIN POULTRY Design 	Pending	Ozark Mountain Poultry, Inc.
87664884 30-OCT-2017	--5567160 18-SEP-2018	FORESTER FARMERS MARKET Design 	Registered	Ozark Mountain Poultry, Inc.
87330667 09-FEB-2017	5383912 23-JAN-2018	FAMILY OWNED AND OPERATED NON-GE NON- GMO FORESTER FARMER'S MARKET Design 	Registered	Ozark Mountain Poultry, Inc.
85415431 06-SEP-2011	4177111 17-JUL-2012	Design Only 	Registered	Ozark Mountain Poultry, Inc.
85399409 16-AUG-2011	4188008 07-AUG- 2012	FORESTER FARMER'S MARKET	Registered	Ozark Mountain Poultry, Inc.
85399423 16-AUG-2011	4199915 28-AUG- 2012	WHEN CHICKEN WAS CHICKEN	Registered	Ozark Mountain Poultry, Inc.

Serial No./ Filing Date	Registration No./ Registration Date	Mark	Status	Current Owner of Record
72325215 22-APR-1969	0905205 29-DEC-1970	OZARK MOUNTAIN Design 	Registered	Ozark Mountain Poultry, Inc.