

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM497449

<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>
Wayne Farms LLC		11/08/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cooperatieve Rabobank U.A., New York Branch, as Administrative Agent		
<b>Street Address:</b>	245 Park Avenue		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	A New York State Licensed Branch of a Dutch Banking Cooperative: NETHERLANDS		
<b>PROPERTY NUMBERS Total: 29</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3751519	ALL NATURAL	
<b>Registration Number:</b>	5544832	ALL NATURAL * WAYNE FARMS	
<b>Registration Number:</b>	5207220	ALL NATURAL WAYNE FARMS	
<b>Registration Number:</b>	1741511	BUFFALOOS	
<b>Registration Number:</b>	4710600	BUFFALOOS HOT AND SPICY CHICKEN	
<b>Registration Number:</b>	5412151	BUFFALOOS HOT AND SPICY CHICKEN	
<b>Registration Number:</b>	4727520	CHEF'S CRAFT	
<b>Registration Number:</b>	4754854	WAYNE FARMS CHEF'S CRAFT GOURMET	
<b>Registration Number:</b>	3067565	COLOSSAL BITES	
<b>Registration Number:</b>	3049694	CRISPY FLIERS	
<b>Registration Number:</b>	5442540	CRISPY FLIERS	
<b>Registration Number:</b>	1369311	DUTCH QUALITY HOUSE	
<b>Registration Number:</b>	1219304	DUTCH QUALITY HOUSE	
<b>Registration Number:</b>	5140876	FLAVOR BEST	
<b>Registration Number:</b>	4582786	WAYNE FARMS LLC ALL NATURAL NO ARTIFICIA	
<b>Registration Number:</b>	2608213	INNOVATION CENTRAL	
<b>Registration Number:</b>	5401652	LET'S TALK CHICKEN	
<b>Registration Number:</b>	5412908	WAYNE FARMS LET'S TALK CHICKEN	

CH \$740.00 3751519

Property Type	Number	Word Mark
Registration Number:	5371480	NAKED TRUTH
Registration Number:	2624288	NATURELLE
Registration Number:	2817318	PLATINUM HARVEST
Registration Number:	4190069	PLATINUM HARVEST
Registration Number:	3615035	QUICK CREATIONS
Registration Number:	0980466	WAYNE FARMS
Registration Number:	2257934	WAYNE FARMS
Registration Number:	4371372	WAYNE FARMS
Registration Number:	4683867	WAYNE FARMS
Registration Number:	3564644	
Serial Number:	87776556	WAYNE FARMS TOGETHER, WE MAKE CHICKEN AM

#### CORRESPONDENCE DATA

Fax Number: 6785532602

*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: (678) 553-2601

Email: jimmarl@gtlaw.com

Correspondent Name: LaShana C. Jimmar, Paralegal

Address Line 1: GREENBERG TRAUIG, LLP

Address Line 2: 3333 PIEDMONT ROAD, NE, SUITE 2500

Address Line 4: ATLANTA, GEORGIA 30305

ATTORNEY DOCKET NUMBER:	123235.013500
NAME OF SUBMITTER:	LaShana C. Jimmar
SIGNATURE:	/LaShana C. Jimmar/
DATE SIGNED:	11/08/2018

#### Total Attachments: 6

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) dated as of November 8, 2018, among Grantors listed on the signature pages hereof (collectively, jointly and severally, “*Grantors*” and each individually “*Grantor*”), and **COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH**, in its capacity as administrative agent (together with its permitted successors and assigns, “*Administrative Agent*”) for the Secured Parties.

### WITNESSETH:

WHEREAS, **WAYNE FARMS LLC**, a Delaware limited liability company (“*Borrower*”), as borrower, the various financial institutions party thereto from time to time as “*Lenders*” (each a “*Lender*”, and collectively, the “*Lenders*”), and Administrative Agent have entered into that certain Fifth Amended and Restated Credit Agreement dated as of November 8, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”); and

WHEREAS, Grantors and Administrative Agent have entered into that certain Fourth Amended and Restated Pledge and Security Agreement dated as of November 8, 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 Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants and pledges to Administrative Agent, for the ratable benefit of the Secured Parties, a Security Interest in all of such Grantor’s right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “*Trademark Collateral*”):

(a) all of such Grantor’s trademarks, service marks, trade names, corporate names, company names, business names, trade dress, fictitious business names, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application, including those referred to on Schedule I hereto;

(b) the right to sue or otherwise recover for any and all past, present and future infringements, dilutions and misappropriations thereof;

(c) all income, royalties, damages, and other payments now and hereafter due and/or payable with respect to any of the foregoing;

(d) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above; and

(e) all products and proceeds of the foregoing.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all 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 Administrative 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 interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The rights and remedies of 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.

5. 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 such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

6. GOVERNING LAW. This Trademark Security Agreement shall be construed in accordance with and governed by the internal laws of the State of New York applicable to contract made and to be performed wholly within such State, without reference to any choice or conflict of laws or rules provisions which might otherwise be applicable.

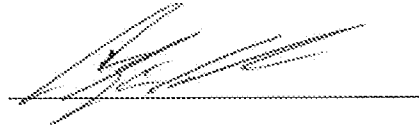
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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer or officers thereunto duly authorized as of the date first above written.

**GRANTOR:**

**WAYNE FARMS LLC**

By:

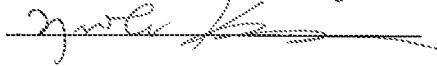


Name: Courtney E. Fazekas

Title: Chief Financial Officer and  
Treasurer

**ACKNOWLEDGED AND AGREED:**

**COÖPERATIEVE RABOBANK U.A.,  
NEW YORK BRANCH, as Administrative  
Agent**

By: 

Name: Naoko Kojima  
Executive Director

Title: \_\_\_\_\_

By: 

Name: Eric J. Rogowski  
Executive Director

Title: \_\_\_\_\_

**SCHEDULE I**



to

**TRADEMARK SECURITY AGREEMENT**

**U.S. Trademark Registrations**

Grantor: Wayne Farms LLC

<b>Trademark</b>	<b>Reg. Number</b>	<b>Reg. Date</b>
ALL NATURAL & Design	3751519	02/23/2010
ALL NATURAL with WF new barn logo	5544832	08/21/2018
ALL NATURAL WAYNE FARMS ribbon logo	5207220	05/23/2017
BUFFALOOS	1741511	12/22/1992
BUFFALOOS HOT AND SPICY CHICKEN (Design)	4710600	03/31/2015
BUFFALOOS HOT AND SPICY CHICKEN (Logo)	5412151	02/27/2018
CHEF'S CRAFT	4727520	04/28/2015
	4754854	06/16/15
COLOSSAL BITES	3067565	03/14/2006
CRISPY FLIERS	3049694	01/24/2006
CRISPY FLIERS logo	5442540	04/10/2018
DUTCH QUALITY HOUSE	1369311	11/5/1985
DUTCH QUALITY HOUSE & Device	1219304	12/7/1982
FLAVOR BEST	5,140,876	02/14/2017
HALAL Logo	4582786	08/12/2014
INNOVATION CENTRAL	2608213	08/13/2002
LET'S TALK CHICKEN (word mark)	5401652	02/13/2018

Trademark	Reg. Number	Reg. Date
LET'S TALK CHICKEN with WF logo	5412908	02/27/2018
NAKED TRUTH logo  NAKED TRUTH PREMIUM CHICKEN	5371480	01/02/2018
NATURELLE	2624288	09/24/2002
PLATINUM HARVEST	2817318	02/24/2004
PLATINUM HARVEST & Design	4,190,069	08/14/2012
QUICK CREATIONS	3615035	05/5/2009
TOGETHER WE MAKE CHICKEN AMAZING with WF logo	N/A	01/30/2018
WAYNE FARMS	980466	03/12/1974
WAYNE FARMS & Device	2257934	06/29/1999
 WAYNE FARMS	4,371,372	07/23/2013
WAYNE FARMS & barn logo w/Chinese Characters	4,683,867	02/10/2015
WAYNE FARMS Plain Logo II	3564644	01/20/2009

### U.S. Trademark Applications

Grantor: Wayne Farms LLC

Trademark Application	App. Number	App. Date
TOGETHER WE MAKE CHICKEN AMAZING with WF logo	87776556	01/30/2018