

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509584

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eddy Packing Co., Inc.		02/08/2019	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4397484	EDDY FOODS	
Registration Number:	4415770	EDDY FOODS YOAKUM, TEXAS	
Registration Number:	2261236	EDDY'S	
Registration Number:	2707014	IT'S WHAT YOU'RE HUNGRY FOR	
Registration Number:	1795159	JAMES'	
Registration Number:	2538104	MORALES	
Registration Number:	2097458	SOUTHERN MAID	
Registration Number:	2154585	SOUTHERN MAID SMOKED SAUSAGE OUR ORIGINA	
Registration Number:	1862647	SOUTHERN SMOKED SAUSAGE	
Registration Number:	2285564	TASTY BRAND	
Registration Number:	4440965	YOAKUM RANCH	
Registration Number:	4615892	YOAKUM RANCH Y	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	pecsenye@blankrome.com		

OP \$315.00 4397484

Correspondent Name: Timothy D. Pecsénye
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 074658-18123

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 02/11/2019

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 8th day of February, 2019 by EDDY PACKING CO., INC., a Texas corporation ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION ("PNC"), in its capacity as agent for the Lenders ("Agent").

W I T N E S S E T H

WHEREAS, YOAKUM INVESTMENT HOLDINGS LLC, a Delaware limited liability company ("Holdings"), and immediately upon consummation of the Merger, EDDY FOODS, INC., a Delaware corporation ("Eddy Foods" which will be merged with and into MergerCo, with Eddy Foods being the surviving Person), and Grantor (together with Holdings, Eddy Foods and each Person joined to the Loan Agreement (as defined below) as borrowers from time to time and each Guarantor party to the Loan Agreement from time to time, collectively, the "Loan Parties", and each a "Loan Party") have entered into that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof among Loan Parties, the financial institutions which are now or which thereafter become a party thereto (collectively, the "Lenders" and each individually a "Lender"), Agent and PNC Capital Markets LLC, as lead arranger and book runner (as amended, restated, supplemented, or replaced from time to time, the "Loan Agreement"), whereby Lenders agreed to make certain financial accommodations available to Loan Parties from time to time pursuant to the terms and conditions thereof;

WHEREAS, as security for the Obligations under the Loan Agreement, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of its assets, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights and patents, together with the goodwill of the business symbolized by Grantor's trademarks, copyrights and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Loan Parties under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for the benefit of itself and Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, copyright, copyright application, each patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks"; such copyrights and copyright applications, the "Copyrights"; and such patents and patent applications, the "Patents"),

in each case, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by any Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Copyright or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Except as otherwise permitted under the Loan Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks, Copyrights or Patents without prior written consent of Agent.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Copyrights and Patents listed on Schedule 1 attached hereto constitute all trademarks, trademark applications, copyrights, copyright applications, patents and patent applications owned or registered to Grantor as of the date of this Agreement.

5. Authorization To Supplement. If Grantor shall obtain rights to any new Trademarks, Patents or Copyrights, this Agreement shall automatically apply thereto. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1, to include any such new Trademarks, Patents or Copyrights of Grantor identified in a written notice provided by Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 hereto shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademarks, Patents or Copyrights, whether or not listed on the schedules hereto.

6. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

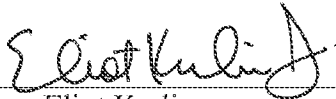
7. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be governed by and construed in accordance with the laws of the State of New York.

8. Termination. This Agreement and the Liens and security interests granted hereunder shall automatically terminate upon a termination of the Loan Agreement pursuant to and in accordance with Article 13 thereof.

[Signatures to appear on following page]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

EDDY PACKING CO., INC.

By: 
Name: Eliot Kerlin
Title: Chairman of the Board

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 006557 FRAME: 0221

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

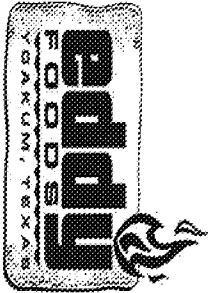

By: 
Name: Kathryn Marshall
Title: Vice President

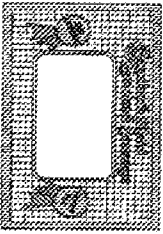
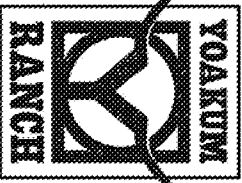
[Signature Page to IP Security Agreement (Eddy Packing)]

TRADEMARK
REEL: 006557 FRAME: 0222

SCHEDULE 1

Trademarks

Jurisdiction	Trademark	Status	Next Due Date	Class(es) & Goods	App. No.	App. Date	Reg. No.	Reg. Date	Recorded Owner
Texas	CARL'S TASTY SAUSAGE	Registered	14-Apr-2022	29 Int. Meats and processed foods			5657517	14-Apr-1997	Eddy Packing Co., Inc.
U.S.	EDDY FOODS	Registered	03-Sep-2019	29 Int. Frozen vegetables; Processed meat	85/667,026	02-Jul-2012	4,397,484	03-Sep-2013	Eddy Packing Co., Inc.
U.S.	EDDY FOODS Logo	Registered	08-Oct-2019	29 Int. Frozen vegetables; Processed meat	85/667,035	02-Jul-2012	4,415,770	08-Oct-2013	Eddy Packing Co., Inc.
U.S.		Registered	13-Jul-2019	29 Int. Processed Meats including Pork and Beef, namely Fresh and Smoked Sausage	75/553,087	14-Sep-1998	2,261,236	13-Jul-1999	Eddy Packing Co., Inc.
U.S.	IT'S WHAT YOU'RE HUNGRY FOR	Registered	15-Apr-2023	29 Int. Meats and processed meats	76/431,423	16-Jul-2002	2,707,014	15-Apr-2003	Eddy Packing Co., Inc.
U.S.	JAMIES'	Registered	28-Sep-2023	29 Int. Sausage	74/358,009	11-Feb-1993	1,795,159	28-Sep-1993	Eddy Packing Co., Inc.
U.S.	MORALES	Registered	12-Feb-2022	29 Int. Sausage	76/211,402	16-Feb-2001	2,538,104	12-Feb-2002	Eddy Packing Co., Inc.
U.S.	SOUTHERN MAID and Design	Registered	16-Sep-2027	29 Int. sausage, bacon, ham, and wieners	75/160,230	04-Sep-1996	2,097,458	16-Sep-1997	Eddy Packing Co., Inc.
									

Jurisdiction	Trademark	Status	Next Due Date	Class(es) & Goods	App. No.	App. Date	Reg. No.	Reg. Date	Recorded Owner
U.S.	SOUTHERN MAID SMOKED SAUSAGE OUR ORIGINAL FAMILY PAK and Design 	Registered	05-May-2028	29 Int. sausage, bacon, ham, and frankfurters	75/160,420	04-Sep-1996	2,154,585	05-May-1998	Eddy Packing Co., Inc.
U.S.	SOUTHERN SMOKED SAUSAGE	Registered	15-Nov-2024	29 Int. processed foods; namely, smoked sausage	74/452,833	01-Nov-1993	1,862,647	15-Nov-1994	Eddy Packing Co., Inc.
U.S.	TASTY BRAND	Registered	12-Oct-2019	29 Int. Processed meats, fresh sausage, and smoked sausage	75/587,657	12-Nov-1998	2,285,564	12-Oct-1999	Eddy Packing Co., Inc.
U.S.	YOAKUM RANCH	Registered	26-Nov-2019	29 Int. Processed meat	85/620,638	09-May-2012	4,440,965	26-Nov-2013	Eddy Packing Co., Inc.
U.S.	YOAKUM RANCH Logo 	Registered	07-Oct-2020	29 Int. Processed meat	85/888,808	28-Mar-2013	4,615,892	07-Oct-2014	Eddy Packing Co., Inc.

SCHEDULE 1 CONT'D

Copyrights

None.

SCHEDULE 1 CONT'D

Patents

None.

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