

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514921

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Patent and Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CREMINELLI FINE MEATS, LLC		02/26/2019	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	333 South Grand Avenue		
Internal Address:	12th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5612657	CREMINELLI FINE C MEATS	
Registration Number:	5326631	CREMINELLI	
Registration Number:	5068161	C	
Registration Number:	4983841	CREMINELLI C FINE MEATS	
Registration Number:	4983844	HERBECOTTO	
Registration Number:	4983843	SEVEN HAMS	
Registration Number:	4983842	TASTE THE REVOLUTION	
Registration Number:	4983840	SEVENHAMS	
Registration Number:	4983839	7	
Registration Number:	4386435	SALUMISTA	
Serial Number:	86530390	CRAFTED WITH KINDNESS	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	CT Corporation		

OP \$290.00 5612657

Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Robin Riley

SIGNATURE: /Robin Riley/

DATE SIGNED: 03/19/2019

Total Attachments: 10

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of February 26, 2019, is made by CREMINELLI FINE MEATS, LLC, a Utah limited liability company (the "Borrower"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo").

Recitals

A. The Borrower and Wells Fargo are parties to a Credit Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") dated as of the same date as this Agreement, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of the Borrower.

B. As a condition to extending credit to or for the account of the Borrower, Wells Fargo has required the execution and delivery of this Agreement by the Borrower.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All capitalized terms used in the Recitals hereto or otherwise herein that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement, as applicable. In addition, the following terms have the meanings set forth below:

"Patents" means all of Borrower's right, title and interest in and to (i) registered patents or applications for patents, (ii) fees or royalties with respect to each of the foregoing, including payments under all licenses entered into in connection therewith, and (iii) the right to sue for past, present and future infringement and damages therefor, whether now owned or existing or hereafter acquired or arising, including without limitation the patents and patent applications listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Borrower's right, title and interest in and to (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each of the foregoing, and the respective goodwill associated with each of the foregoing, (ii) fees or royalties with respect to each of the foregoing and (iii) the right to sue for past, present and future infringement or dilution and damages therefor, whether now owned or existing or hereafter acquired or arising, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Borrower hereby grants Wells Fargo a security interest (the "Security Interest") in the Patents and in the Trademarks (the "Collateral") to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Borrower. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any

present transfer of title of any trademark registration or application. Notwithstanding anything in this Agreement to the contrary, the Security Interest created by this Agreement shall not extend to, and the terms "Patents" and "Trademarks" shall not include any intent-to-use trademark application, prior to the filing with, and acceptance of, the United States Patent and Trademark Office of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto pursuant to Section 1(c) or 1(d) of the Lanham Act (15 U.S.C. § 1051 et seq.), to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or the resulting trademark registration under applicable United States federal law.

3. Representations, Warranties and Agreements. Borrower represents, warrants and agrees as follows:

(a) **Existence; Authority.** Borrower is a limited liability company, as applicable, duly organized, validly existing and in good standing under the laws of its state of incorporation or formation, as applicable, and this Agreement has been duly and validly authorized by all necessary corporate or limited liability company action, as applicable, on the part of Borrower.

(b) **Patents.** Exhibit A accurately lists all United States issued and registered Patents and Patent applications owned by Borrower as of the date hereof. On a quarterly basis (no later than the time of delivery to Wells Fargo of a quarterly Compliance Certificate) if Borrower owns any United States issued registered Patents or Patent applications not listed on Exhibit A, then Borrower shall promptly provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all United States Trademark registrations and applications therefor owned by Borrower as of the date hereof. On a quarterly basis (no later than the time of delivery to Wells Fargo of a monthly Compliance Certificate) if Borrower owns any United States Trademark registrations or applications not listed on Exhibit B, then Borrower shall promptly provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of this Agreement.

(d) **Title.** Borrower is the record owner of each Patent and each Trademark listed on Exhibits A and B owned by Borrower, free and clear of all Liens except Permitted Liens. Borrower will keep all Patents and Trademarks owned by Borrower free and clear of all Liens except Permitted Liens.

(e) **No Sale.** Except as permitted in the Credit Agreement, Borrower will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Wells Fargo's prior written consent.

(f) **Defense.** Borrower will at its own expense use commercially reasonable efforts in the exercise of its business judgment to protect and defend the Patents and

Trademarks, except where the failure to so protect and defend would not reasonably be expected to have a Material Adverse Change.

(g) **Maintenance.** Borrower will in the exercise of its business judgment and at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing applications to obtain letters patent or trademark registrations and affidavits, maintenance fees, annuities, and renewals with respect to letters patent, trademark registrations and applications therefor, in each case, if the failure to do so would reasonably be expected to have a Material Adverse Change. Borrower covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any material Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, in each case, if failure to do so would reasonably be expected to have a Material Adverse Change, without first providing Wells Fargo: (i) sufficient written notice to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any such Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) **Wells Fargo's Right to Take Action.** If Borrower fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the earlier of (i) the date on which such failure shall first become known to any officer of Borrower or (ii) the date on which Wells Fargo gives Borrower written notice thereof, or if Borrower notifies Wells Fargo that it intends to abandon any Patent or Trademark material to Borrower's business, Wells Fargo may (but need not to) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Borrower (or, at Wells Fargo's option, in Wells Fargo's own name upon the occurrence and during the continuation of an Event of Default (as defined below)) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render to any loan or forbearance of money usurious or otherwise illegal under any applicable law, Borrower shall pay to Wells Fargo on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo taking action under subsection (h) or exercising its rights under Section 6.

(j) **Power of Attorney.** To facilitate Wells Fargo's taking action under subsection (h) and exercising its rights under Section 6, Borrower hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Borrower with the right (but not the duty) from time to time, upon the occurrence and during the continuation of an Event of Default, to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Borrower under this Section 3, or, necessary for Wells Fargo to enforce or use the Patents or Trademarks or to grant or issue any exclusive or

non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Company's Use of the Patents and Trademarks. Borrower shall be permitted to control and manage the Patents and Trademarks, including, without limitation, the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as the repayment of the Obligations has not been accelerated under Section 6.2 of the Credit Agreement.

5. Events of Default. The occurrence of an Event of Default, as defined in the Credit Agreement, shall constitute an event of default under this Agreement (herein called "Event of Default").

6. Remedies. Upon the occurrence and during the continuance of an Event of Default, Wells Fargo may, at its option, take any or all of the following actions:

(a) exercise any or all remedies available under the Credit Agreement.

(b) to the extent the repayment of the Obligations has been accelerated under Section 6.2 of the Credit Agreement, sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) to the extent the repayment of the Obligations has been accelerated under Section 6.2 of the Credit Agreement, enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Borrower shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

7. Notwithstanding any other term or condition in the Loan Documents (other than this Section 6) to the contrary, to the extent there is any conflict with such terms or conditions and with the terms and conditions contained in this Section 6, the terms and conditions in this Section shall control. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, only explicitly in a writing signed by Wells Fargo and Borrower; provided that (x) if any Collateral shall be sold, transferred or otherwise disposed of by Borrower in a transaction permitted by the Credit Agreement, Wells Fargo, at the request and sole expense of Borrower, shall promptly execute and deliver to Borrower all releases and other documents, and take such other action, reasonably necessary to evidence the release of the Security Interest created hereby or by any other Loan Document on such Collateral and (y) if Borrower is sold, transferred or otherwise disposed of in a transaction permitted by the Credit Agreement, Wells Fargo, at the request and sole expense of Borrower, shall promptly execute and deliver to Borrower all releases and other documents and take such other action reasonably requested to evidence the release of Borrower from this Agreement and the release of the

Security Interest created hereby or by any other Loan Document on the assets or property of Borrower. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Borrower or Wells Fargo under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Borrower may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application except as otherwise provided for in the Credit Agreement. This Agreement shall be binding upon and inure to the benefit of Borrower and Wells Fargo and their respective permitted participants, successors and assigns and shall take effect when signed by Borrower and delivered to Wells Fargo, and Borrower waives notice of Wells Fargo's acceptance hereof. A carbon, photographic or other reproduction of an executed copy of this Agreement or of any financing statement authorized by Borrower shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of New York without regard to conflicts of law provisions (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law). If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations. On the Termination Date, Wells Fargo shall terminate and release this Agreement and the Security Interest in accordance with the provisions of Section 2.10 of the Credit Agreement (*Effect of Maturity; Releases*).


8. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Wells Fargo pursuant to the Credit Agreement, and Borrower hereby acknowledges and affirms that the rights and remedies of Wells Fargo with respect to the security interest in the Trademarks and Patents made and granted hereby are more fully set forth in the Credit Agreement. In the event that any provision of this Agreement is deemed to conflict with the Credit Agreement, the Credit Agreement shall control.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.


BORROWER:

CREMINELLI FINE MEATS, LLC, a Utah limited liability company

By 
Name: Kenneth L. Beyne
Title: CFD

WELLS FARGO:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 
Name: Wes Takeuchi
Its: SENIOR VICE PRESIDENT

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 006594 FRAME: 0252

EXHIBIT A

UNITED STATES ISSUED PATENTS

Patent Description	Registration Number	Registration Date	Expiration Date
None			

UNITED STATES PATENT APPLICATIONS

Patent Application	Application/Serial Number	Application Date
HAM AND PORCINE PRODUCTS AND PROCESS FOR PREPARING THE SAME	20160058057	8/26/2015

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS AND SERVICE MARKS

Trademark	Registration Number	Registration Date	Expiration Date
CREMINELLI Logo (current)	5612657	11/20/2018	11/20/2028
CREMINELLI (word)	5326631	11/7/2017	11/7/2027
C Crest	5068161	10/25/2016	10/25/2026
CREMINELLI (old logo)	4983841	6/21/2016	6/21/2026
HERBECOTTO	4983844	6/21/2016	6/21/2026
SEVEN HAMS	4983843	6/21/2016	6/21/2026
TASTE THE REVOLUTION	4983842	6/21/2016	6/21/2026
SEVEN HAMS (stylized logo)	4983840	6/21/2016	6/21/2026
PIG HOLDING "7" FLAG (logo)	4983839	6/21/2016	6/21/2026
SALUMISTA	4386435	8/20/2013	8/20/2023

Trademark Application	Application/Serial Number	Application Date
CRAFTED WITH KINDNESS (statement)	86530390	Filed 2/10/2015*
CREMINELLI Logo (current) (Canada)	1827438	Filed 3/15/2017

*Reached settlement agreement with KIND November 15, 2017; opposition withdrawn