

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527160

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wayne Bailey Produce Co. LLC		10/03/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CFG Financial Services, LLC		
Street Address:	100 Elks Club Rd.		
City:	Brevard		
State/Country:	NORTH DAKOTA		
Postal Code:	28712-4842		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1611450	GIRL WATCHER	
Registration Number:	1584999	GOOD-BUY A GOOD-BUY	
Registration Number:	2312865	NUTRITIONAL ALL STARS	
Registration Number:	2344240	NUTRITIONALLY FRESH	
Registration Number:	5307524	PETITELINGS	
Registration Number:	5307523	SWEET POTATO PETITELINGS	
Registration Number:	1577996	PLAYBOY	
Registration Number:	1584997	PLAY BOY	
Registration Number:	1584998		
CORRESPONDENCE DATA			
Fax Number:	9192779177		
<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:	919-277-9100		
Email:	trademarks@wardandsmith.com		
Correspondent Name:	Ward and Smith, P.A.		
Address Line 1:	751 Corporate Center Drive, Suite 300		
Address Line 4:	Raleigh, NORTH CAROLINA 27636-3009		
NAME OF SUBMITTER:	Erica B. E. Rogers		

OP \$240.00 1611450

SIGNATURE:	/eber/
DATE SIGNED:	06/10/2019
Total Attachments: 16	
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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the "Agreement") is made as of the 3rd day of October, 2018, by and between CFG FINANCIAL SERVICES, LLC ("CFG" or "Creditor") and WAYNE BAILEY PRODUCE CO. LLC ("WBPC" or "Debtor").

1. Construction of Agreement and Definitions. Unless the context otherwise requires, all of the terms used herein without definition which are defined by the North Carolina Uniform Commercial Code shall have the meanings assigned to them by the North Carolina Uniform Commercial Code, as in effect on the date hereof. "Debtor" and "Creditor" shall include their respective heirs, legal representatives, successors and assigns. All words shall be deemed to refer to the singular, plural, masculine, feminine or neuter as the identity of the person or entity or the context may require. The following terms shall have the following meanings:

1.1. "Collateral" shall mean and consist of the following identified personal property, now owned and hereafter acquired and wherever located, owned or held by the Debtor (each capitalized term as defined in Article 9 of the Uniform Commercial Code, as adopted in North Carolina):

1.1.1. All trademarks and domain names shown on Exhibit A, attached hereto.

1.1.2. All intangible assets, computers, and office equipment owned by Wayne Bailey, Inc. and conveyed by Wayne Bailey, Inc. to Debtor pursuant to the terms of the Order Confirming Plan dated October 2, 2018, and the Bill of Sale attached hereto as Exhibit B.

1.2. "Loan Documents" shall mean this Security Agreement, the Promissory Note, and all other agreements, instruments and contracts previously, simultaneously or hereafter executed and delivered by Debtor and/or by any Obligor or any other person as security for, as guaranty of or otherwise in connection with the obligations, whether or not this Security Agreement is specifically referred to therein.

1.3. "Obligations" shall mean all amounts that Debtor now or may in the future owe Creditor under the Promissory Note from Debtor to Creditor of even date herewith in t [REDACTED] including any renewals, extensions, and modifications of the Note and the costs of collection, and all obligations of Debtor hereunder.

1.4. "Obligor" shall mean Debtor, each person who is primarily or secondarily liable for the repayment of any of the Obligations, and each person who has granted security for the repayment of any of the Obligations.

1.5. "Permitted Liens" shall mean: (a) liens and security interests of Creditor, (b) liens for taxes not delinquent, (c) mechanic's, artisan's, landlord's, carrier's and other

like liens arising in the ordinary course of business with respect to obligations which are not due, and (d) liens and security interests specifically consented to by Creditor in writing.

2. [REDACTED]

3. **Security Interest and Collateral.** As security for all of the Obligations, Debtor grants to Creditor a lien and continuing security interest in the Collateral. [REDACTED]

[REDACTED] dence [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

9.

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

CR

AL

WAYNE BAILEY PRODUCE CO., LLC, a Delaware limited liability company

By: *Robert Sterling Cook* (SEAL)
Robert Sterling Cook, Manager

STATE OF NORTH CAROLINA

COUNTY OF Columbus

I, a Notary Public of Columbus County, North Carolina, certify that on this date before me personally appeared ROBERT STERLING COOK, known to me or who produced satisfactory evidence of identification, acknowledged that he was the Manager of WAYNE BAILEY PRODUCE CO., LLC, a Delaware limited liability company, and voluntarily signed the foregoing instrument for the purposes therein stated and in the capacity indicated.

Witness my hand and official stamp or seal this ____ day of November, 2018.

Kelley J Coleman
Notary Public

My Commission Expires: 7-2-2022

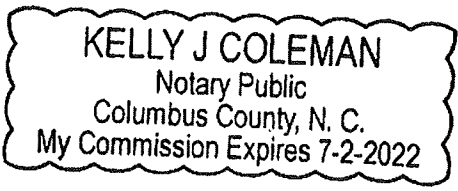


EXHIBIT A
LIST OF TRADEMARKS AND DOMAIN NAMES

Exhibit A to Security Agreement

Trademarks

Trademark	Filing Date	Serial No	Reg No	Reg. Date
George Foods	15-Apr-2011	85296428	4082792	10-Jan-2012
Girl Watcher	15-May-1989	73799880	1611450	28-Aug-1990
Good-Buy A Good-Buy	15-May-1989	73799851	1584999	27-Feb-1990
LPB	25-Aug-1997	75346345	2178603	04-Aug-1998
Nutritional All Stars	25-Aug-1997	75346347	2312865	01-Feb-2000
Nutritional Bridge to the 21 st Century	09-Jan-1997	75222926	2121715	16-Dec-1997
Nutritionally Fresh	05-Aug-1999	75768188	2344240	18-Apr-2000
Petitelings	14-Apr-2016	87000570	5307524	10-Oct-2017
Sweet Potato Petitelings	14-Apr-2016	87000542	5307523	10-Oct-2017
Playboy	15-May-1989	73799881	1577996	16-Jan-1990
Play Boy	15-May-1989	73799845	1584997	27-Feb-1990
Playboy Design	15-May-1989	73799849	1584998	27-Feb-1990
Sweet Potato Fries-Sweet Sensations-The Sensible Side	15-Apr-2011	85296310	4160022	19-Jun-2012
Sweet Potato Frizzles	15-Apr-2011	85296242	4070146	13-Dec-2011
Sweet Potato Hearts	15-Oct-1996	75181329	2105367	14-Oct-1997
The Louisiana Playboy	25-Aug-1997	75346348	2176926	28-Jul-1998
With That Cajun Beta Carotene Beat ... And Good To Eat	25-Aug-1997	75346344	2175137	21-Jul-1998
You Choose How They Sizzle – Baked or Fried	15-Apr-2011	85296192	4056299	15-Nov-2011

Domain Names

sweetpotatoes.com

**EXHIBIT B
BILL OF SALE**

BILL OF SALE AND ASSIGNMENT

This BILL OF SALE (this "Bill of Sale") is made and entered into as of October 2, 2018, by WAYNE BAILEY, INC., a North Carolina corporation ("Seller"), in favor of WAYNE BAILEY PRODUCE CO., LLC, a Delaware limited liability company ("Purchaser").

WITNESSETH:

WHEREAS, Seller filed a chapter 11 bankruptcy case in the United States Bankruptcy Court for the Eastern District of North Carolina, Case No. 18-00284-5-SWH; and

WHEREAS, Seller filed a First Amended Plan (the "Plan") that provided that Seller would transfer and convey certain assets to Purchaser upon the Effective Date of Seller's Plan; and

WHEREAS, the Bankruptcy Court entered an Order Confirming Plan dated October 2, 2018, which approved the Seller's Plan; and

WHEREAS, capitalized terms used in this Bill of Sale and Assignment and not otherwise defined herein shall have the meanings assigned to them in the Order Confirming Plan and First Amended Plan of Reorganization, attached thereto.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Transfer of Intellectual Property Assets. Seller hereby sells, assigns, transfers, conveys, and delivers to Purchaser, and Purchaser hereby purchases and accepts from Seller, all of Seller's right, title, and interest in the trademarks and domain names shown on Exhibit A, attached hereto. The foregoing assignment of intellectual property includes all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and misappropriation and any other rights relating to any of the foregoing.

2. Registrations. Seller does hereby authorize and request the Director of the United States Patent and Trademark Office to issue any and all trademark registrations or similar rights which may be granted upon said intellectual property, or upon any improvements thereto, or any parts thereof, when granted, to Purchaser.

3. Transfer of Personal Property Assets. Seller hereby sells, assigns, transfers, conveys, and delivers to Purchaser, and Purchaser hereby purchases and accepts from Seller, all of Seller's right, title, and interest in Seller's computers, office equipment, furniture, and intangible assets, including but not limited to electronically stored information, customer lists, and other intangible assets in existence as of the Effective Date of the Plan.

TRADEMARK

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4. Excluded Assets. Notwithstanding any term or provision herein to the contrary, Seller is not selling or assigning to Purchaser, and Purchaser is not purchasing, assuming, performing or discharging the assets Excluded Assets pursuant to this Bill of Sale.

5. Conflict. This Bill of Sale and Assignment is subject to all of the terms and conditions of the Plan. No provision of this Bill of Sale shall be deemed to enlarge, alter or amend the terms or provisions of the Plan. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Bill of Sale and Assignment and the terms and conditions of the Plan, the terms and conditions of the Plan shall control.

6. Further Assurances. Following the Closing, the Parties agree that, from time to time, each of them will execute and deliver such further instruments of conveyance and transfer and take such other actions as may be necessary to carry out the purposes and intents of this Bill of Sale and Assignment.

7. Governing Law. This Bill of Sale and Assignment shall be governed by and construed in accordance with the Bankruptcy Code and to the extent not consistent with the Bankruptcy Code, the Laws of the State of North Carolina applicable to contracts made and performed in such State.

8. Counterparts. This Bill of Sale may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Bill of Sale and Assignment. The exchange of copies of this Bill of Sale and Assignment and of signature pages by facsimile transmission or portable document format (.pdf) shall constitute effective execution and delivery of this Bill of Sale and Assignment as to the Parties and may be used in lieu of the original Bill of Sale and Assignment for all purposes. Signatures of the Parties transmitted by facsimile transmission or portable document format (.pdf) shall be deemed to be their original signatures for all purposes.

9. Severability. If any provision, clause or part of this Bill of Sale and Assignment, or the application thereof under certain circumstances, is held invalid, the remainder of this Bill of Sale and Assignment, or the application of such provision, clause or part under other circumstances, shall not be affected thereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed and delivered as of the date first above written.

SELLER:

WAYNE BAILEY, INC.


By: 
Robert Sterling Cook, CRO and CEO

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