

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM529837

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Empire Kosher Poultry, Inc.		06/28/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WhiteHorse Capital Management, LLC		
Street Address:	600 Fifth Avenue		
Internal Address:	24th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2770806	GALIL	
Registration Number:	2513122	EMPIRE KOSHER	
Registration Number:	1265164	EMPIRE	
Registration Number:	3487196	EMPIRE	
Registration Number:	4439604	FREEBIRD	
Registration Number:	4439605	FREEBIRD	
Registration Number:	4214964	KOSHER VALLEY	
Registration Number:	3827876	KOSHER VALLEY ALL NATURAL	
Registration Number:	3703425	KOSHER VALLEY	
Registration Number:	4343631	GOLDEN ACRE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2122942684		
Email:	trademarkny@winston.com		
Correspondent Name:	Ana A. Núñez Cárdenas		
Address Line 1:	200 Park Avenue		
Address Line 2:	Winston & Strawn LLP		

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Address Line 4: New York, NEW YORK 10166	
ATTORNEY DOCKET NUMBER:	87249.7
NAME OF SUBMITTER:	Ana A. Núñez Cárdenas
SIGNATURE:	/Ana A. Núñez Cárdenas by trademarkny/
DATE SIGNED:	06/28/2019
Total Attachments: 8 source=Project Feather - IP Security Agreement (Term Loan) [Executed]_(13728807)_(1)#page1.tif source=Project Feather - IP Security Agreement (Term Loan) [Executed]_(13728807)_(1)#page2.tif source=Project Feather - IP Security Agreement (Term Loan) [Executed]_(13728807)_(1)#page3.tif source=Project Feather - IP Security Agreement (Term Loan) [Executed]_(13728807)_(1)#page4.tif source=Project Feather - IP Security Agreement (Term Loan) [Executed]_(13728807)_(1)#page5.tif source=Project Feather - IP Security Agreement (Term Loan) [Executed]_(13728807)_(1)#page6.tif source=Project Feather - IP Security Agreement (Term Loan) [Executed]_(13728807)_(1)#page7.tif source=Project Feather - IP Security Agreement (Term Loan) [Executed]_(13728807)_(1)#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 28, 2019, (this “Agreement”), by Empire Kosher Poultry, Inc., a Delaware corporation, and Poultry Holdings LLC, a Delaware limited liability company (each, a “Grantor”) in favor of WhiteHorse Capital Management, LLC as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

Reference is made to that certain Pledge and Security Agreement, dated as of June 28, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Term Loan Agreement (as defined below)) subject to the terms and conditions set forth in that certain Term Loan Agreement, dated as of June 28, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Term Loan Agreement”), by and among Poultry Holdings LLC, a Delaware limited liability company (as successor by merger to Poultry Sub LLC, the “Borrower”), Poultry Acquisition LLC, a Delaware limited liability company (“Holdings”), the subsidiaries of the Borrower from time to time party thereto, as subsidiary guarantors (the “Subsidiary Guarantors”), the lenders from time to time party thereto (the “Lenders”), WhiteHorse Capital Management, LLC, as administrative agent and collateral agent for the Lenders (in its capacity as administrative and collateral agent, the “Administrative Agent”), and WhiteHorse Capital Management, LLC, as lead arranger. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Term Loan Agreement and Section 4.03 of the Security Agreement, the parties hereto agree as follows:

Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “IP Collateral”):

all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto

all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the

Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

EMPIRE KOSHER POULTRY, INC.

By: 

Name: Jeffrey N. Brown

Title: Chief Executive Officer

POULTRY HOLDINGS LLC

By: 

Name: Jeffrey N. Brown

Title: Chief Executive Officer

AGREED AND ACCEPTED:

WHITEHORSE CAPITAL MANAGEMENT, LLC,

By: 

Name: Richard Siegel
Title: Authorized Signatory




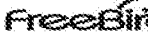

[Signature Page to Intellectual Property Security Agreement – Term Loan]

TRADEMARK
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SCHEDULE I

SCHEDULE I

TRADEMARKS

<u>Trademark Name</u>	<u>Grantor</u>	<u>Status</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg No.</u>	<u>Reg. Date</u>
EMPIRE KOSHER and Design 	Empire Kosher Poultry, Inc.	Renewed	186920	19-Jan-2006	186920	14-Oct-2007
EMPIRE	Empire Kosher Poultry, Inc.	Registered	60309	06-Feb-1985	60309 (Israel)	15-Mar-1990
GALIL	Empire Kosher Poultry, Inc.	Registered	76328542	22-Oct-2001	2770806	07-Oct-2003
EMPIRE KOSHER and Design 	Empire Kosher Poultry, Inc.	Registered	75663386	22-Mar-1999	2513122	27-Nov-2001
EMPIRE	Empire Kosher Poultry, Inc.	Registered	73350576	17-Feb-1982	1265164	24-Jan-1984
EMPIRE	Empire Kosher Poultry, Inc.	Registered	77203156	11-Jun-2007	3487196	19-Aug-2008
FREEBIRD	Poultry Holdings LLC (f/k/a Hain Pure Protein Corp.)	Registered	85896038	05-Apr-2013	4439604	26-Nov-2013
FREEBIRD and Design 	Poultry Holdings LLC (f/k/a Hain Pure Protein Corp.)	Registered	85896039	05-Apr-2013	4439605	26-Nov-2013
FREEBIRD	Poultry Holdings LLC (f/k/a Hain Pure Protein Corp.)	Pending	1859838 (Canada)	27-Sep-2017		
FREEBIRD and Design 	Poultry Holdings LLC (f/k/a Hain Pure Protein Corp.)	Pending	1859839 (Canada)	27-Sep-2017		
KOSHER VALLEY & Design 	Empire Kosher Poultry, Inc.	Registered	85335515	1-Jun-2011	4214964	25-Sep-2012
KOSHER VALLEY-ALL NATURAL & Design 	Empire Kosher Poultry, Inc.	Registered	77901308	28-Dec-2009	3827876	3-Aug-2010
KOSHER VALLEY	Empire Kosher Poultry, Inc.	Registered	77648116	13-Jan-2009	3703425	27-Oct-2009
GOLDEN ACRE	Poultry Holdings LLC (f/k/a Hain Pure Protein Corp.)	Registered	85555797	29-Feb-2012	4343631	28-May-2013

TRADEMARK APPLICATIONS

None.

Schedule I

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SCHEDULE II

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

Schedule II

SCHEDULE III

SCHEDULE III

COPYRIGHTS

Grantor	Title	Registration No.
Empire Kosher Poultry, Inc.	Empire Kosher chicken cookbook: 225 easy and elegant recipes for poultry and great side dishes / by Katja Goldman and Arthur Boehm.	TX0004959935

Schedule III

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RECORDED: 06/28/2019

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