

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543391

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pitman Family Farms		10/01/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Fresno-Madera Production Credit Association		
Street Address:	4635 West Spruce Ave		
City:	Fresno		
State/Country:	CALIFORNIA		
Postal Code:	93722		
Entity Type:	a federally chartered instrumentality: UNITED STATES		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Serial Number:	87126046	BETTER LIFE	
Registration Number:	5287463	FULTON VALLEY FARMS	
Registration Number:	5287462	MARY'S FREE RANGE M	
Registration Number:	5287461	MARY'S	
Registration Number:	5133046	MARY'S	
Registration Number:	4662269	MARY'S FREE RANGE M	
Registration Number:	4670054	MARY'S	
Registration Number:	4665956	MARY'S FREE RANGE M	
Registration Number:	4666831	FULTON VALLEY FARMS	
Registration Number:	4659235	SWEETWATER CREEK	
Registration Number:	4320444	RED RANGER	
Registration Number:	4367846	NUTRI-MULCH	
Registration Number:	4368464	NUTRI-MULCH	
Registration Number:	3899177	MARY'S M FREE RANGE	
Registration Number:	2524406	NUTRI-MULCH	
Registration Number:	2192906	SIGNATURE CLASSICS	
Registration Number:	1879942	TASTI-TURK	
Registration Number:	1883736	TASTI-TURK	
Registration Number:	1075622	NORBEST FAMILY TRADITION	

OP \$965.00 87126046

Property Type	Number	Word Mark
Registration Number:	0837264	TENDER-TIMED
Registration Number:	2467640	TURNS DIRT INTO SOIL
Registration Number:	2324819	SANPETE BBQ
Registration Number:	2324818	NORBEST HOME STYLE
Registration Number:	3056571	TENDER TIMED
Registration Number:	3072101	TENDER TIMER
Registration Number:	0840437	TENDER-TIMER
Registration Number:	1046938	FAMILY PRIDE
Registration Number:	0746323	NORBEST
Registration Number:	1039802	NORBEST
Registration Number:	4529004	NORBEST
Registration Number:	1779072	SWEETHEART
Registration Number:	4517891	SWEETHEART
Registration Number:	4571764	TURKEY, AT ITS BEST
Registration Number:	4514811	PERFECT TURKEY EVERY TIME
Registration Number:	0750662	BUDGETWISE
Registration Number:	0797869	ROAST-RITE
Registration Number:	1443453	NOR-FRESH
Registration Number:	2164754	NORFRESH

CORRESPONDENCE DATA

Fax Number: 6127661600

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: 612-766-6911

Email: susan.carlson@faegrebd.com

Correspondent Name: Susan Carlson, Faegre Baker Daniels LLP

Address Line 1: 90 South 7th St Ste 2200

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Susan Carlson
SIGNATURE:	/e/ Susan Carlson
DATE SIGNED:	10/01/2019

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Agreement is made as of October 1, 2019 by and between PITMAN FAMILY FARMS, a California corporation (the “**Debtor**”), and FRESNO-MADERA PRODUCTION CREDIT ASSOCIATION, a federally chartered instrumentality of the United States, for itself and as administrative agent (in such capacity, the “**Administrative Agent**”) for the Secured Parties, as defined in the Credit Agreement.

The Debtor and certain of its affiliates are parties with the Administrative Agent to (a) a Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which the Lenders (as defined in the Credit Agreement) have agreed to extend credit and make certain financial accommodations to or for the benefit of the Debtor and the other Borrowers as provided therein; and (b) a Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which the Debtor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in and to substantially all of its personal property, including, without limitation, the Trademark Collateral (as defined below).

The Administrative Agent and the Lenders have required the execution and delivery of this Agreement to further evidence, as to certain Collateral (as defined in the Credit Agreement), the security interest granted under the Security Agreement.

ACCORDINGLY, in consideration of the premises and to induce the Lenders to continue to make their extensions of credit to or for the benefit of the Debtor under the Credit Agreement, the Debtor hereby agrees with the Administrative Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein shall have the meanings given them in the Credit Agreement or the Security Agreement, as applicable. In addition, the following terms have the meanings set forth below:

“**Specified Trademark**” means each of the Trademarks listed on Schedule A, together with all divisions, foreign counterparts, renewals and extensions thereof.

“**Trademark**” means any trademark, service mark, collective membership mark, and registration or application for registration of any trademark, service mark or collective membership mark, together with the goodwill associated therewith.

“**Trademark Collateral**” means all right, title and interest of the Debtor in and to the following, in each case whether now owned or hereafter acquired or arising:

- (i) All Trademarks, including the Specified Trademarks.
- (ii) All accounts and other rights to payment (including but not limited to payments of royalties) arising from or relating to any Trademark.
- (iii) All rights to recover for all past, present, and future infringements, dilutions, pre-issuance recoveries and other violations of Trademarks.
- (iv) All present and future license agreements with respect to Trademarks.
- (v) All proceeds of any and all of the foregoing.

2. Grant of Security Interest. In order to secure the Obligations, the Debtor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the

Security Agreement, does hereby irrevocably grant and create) a security interest in the Trademark Collateral to the Administrative Agent, for the benefit of the Secured Parties.

3. Representations and Warranties. The Debtor represents and warrants that the Debtor owns each of the Specified Trademarks set forth on Schedule A, free and clear of any Lien other than Liens permitted under the Loan Documents.

4. General Rights and Obligations. Except as expressly set forth herein, the rights and obligations of the Debtor and the Administrative Agent with respect to the Trademark Collateral shall in all respects be governed by the Credit Agreement and the Security Agreement, the terms of which are incorporated as fully as if set forth at length herein.

5. Continuing Effect. This Agreement and the Administrative Agent's security interest in the Trademark Collateral shall continue in full force and effect until all of the Obligations have been satisfied in full (other than inchoate contingent Obligations for which no demand has been made) and the Lenders have no commitment to make any further advances or grant any other financial accommodations to or for the benefit of the Loan Parties.

6. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Debtor may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent.


7. Execution in Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

8. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA.

Signature pages follow.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PITMAN FAMILY FARMS

By:  _____
Name: David Pitman
Title: Secretary

**FRESNO-MADERA PRODUCTION
CREDIT ASSOCIATION**

By: David Yluzi
Name: David Yluzi
Title: SVP

TRADEMARKS AND TRADEMARK APPLICATIONS**U.S. Trademark Registrations: Federal**

Trademark Registration	Reg. No.	Reg. Date
Better Life	87126046	August 3, 2016
Fulton Valley Farms	5,287,463	September 12, 2017
Mary's Free Range M	5,287,462	September 12, 2017
Mary's	5,287,461	September 12, 2017
Mary's	5,133,046	January 31, 2017
Mary's Free Range M	4,662,269	December 30, 2014
Mary's	4,670,054	January 13, 2015
Mary's Free Range M	4,665,956	January 6, 2015
Fulton Valley Farms	4,666,831	January 6, 2015
Sweetwater Creek	4,659,235	December 23, 2014
Red Ranger	4,320,444	April 16, 2013
Nutri-Mulch	4,367,846	July 16, 2013
Nutri-Mulch	4,368,464	July 16, 2013
Mary's M Free Range	3,899,177	January 4, 2011
Nutri-Mulch	2,524,406	January 1, 2002
Signature Classics	2,192,906	September 29, 1998
Tasti-Turk	1,879,942	February 21, 1995
Tasti-Turk	1,883,736	March 14, 1995
Norbest Family Tradition	1,075,622	October 18, 1977
Tender-Timed	837,264	October 17, 1967
URNS DIRT INTO SOIL	2,467,640	July 10, 2001
SANPETE BBQ	2,324,819	February 29, 2000
NORBEST HOME STYLE	2,324,818	February 29, 2000
TENDER TIMED	3,056,571	January 31, 2006
TENDER TIMER	3,072,101	March 21, 2006

Trademark Registration	Reg. No.	Reg. Date
<i>Tender-Timer</i>	840,437	December 12, 1967
FAMILY PRIDE	1,046,938	August 24, 1976
NORBEST	746,323	March 5, 1963
NORBEST	1,039,802	May 18, 1976
	4,529,004	May 13, 2014
SWEETHEART	1,779,072	June 29, 1993
	4,517,891	April 22, 2014
TURKEY, AT ITS BEST	4,571,764	July 22, 2014
PERFECT TURKEY EVERY TIME	4,514,811	April 15, 2014
BUDGETWISE	750,662	June 4, 1963
ROAST-RITE	797,869	October 19, 1965
NOR-FRESH	1,443,453	June 16, 1987
NORFRESH	2,164,754	October 14, 1997


U.S. Trademark Registrations: State

Jurisdiction	Trademark Registration	Reg. No.	Reg. Date
Utah	SANPETE BBQ	38840	09/30/1999
Utah	NORBEST HOME STYLE	38839	09/30/1999
Nebraska	NEBRASKA GROWN	10003294	
Nebraska	NEBRASKA GROWN	10003295	

U.S. Pending Trademark Applications

None.

Foreign Trademark Registrations

Mark	Reg. No.	Reg. Date	Jurisdiction
NORBEST	TMA165513	October 3, 1969	Canada
NORBEST	553370	May 29, 1990	China
NORBEST	302803806	April 18, 1990	Hong Kong
NORBEST	1075058	July 14, 1974	Japan
NORBEST AND DESIGN	3317006	May 30, 1997	Japan
TENDER-TIMED	1116852	April 24, 1975	Japan
NORBEST	220720	September 3, 1991	Korea
FAMILY PRIDE	430300	September 25, 2002	Mexico
NORBEST	430299	September 25, 1992	Mexico
NORBEST & Design 	450559	October 14, 2013	Mexico
TENDER-TIMED	453124	December 15, 2013	Mexico
TENDER-TIMER	452580	December 15, 2013	Mexico
NORBEST	87956	June 3, 2007	Panama
NORBEST	130831	May 5, 1994	Russia
NORBEST	T9003000F	April 27, 1990	Singapore
NORBEST	201489	Nov 25, 2014	United Arab Emirates
FAMILY PRIDE	P176029	June 5, 1996	Venezuela
NORBEST	P176029	June 5, 1995	Venezuela
NORBEST	40245331000	May 19, 2015	Vietnam
RED RANGER	1379964	June 28, 2013	Mexico
RED RANGER	G1163423	Feb 5, 2013	China
RED RANGER	1163423	Feb 5, 2013	European Union

Foreign Pending Trademark Applications

None.