

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM546567

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fox IP, LLC		09/13/2019	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A.		
<b>Street Address:</b>	770 North Water Street		
<b>City:</b>	Milwaukee		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53202		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4674748	BEEF LIVATTINI VEG	
<b>Registration Number:</b>	2870540	CHICKEN A LA VEG	
<b>Registration Number:</b>	5277923	CHICKEN AU FROMMAGE	
<b>Serial Number:</b>	87594284	CRUNCHY O'S	
<b>Registration Number:</b>	2789856	FOUR-STAR NUTRITIONALS	
<b>Registration Number:</b>	3639003	FROMM	
<b>Registration Number:</b>	2042404	FROMM FAMILY	
<b>Registration Number:</b>	4952678	FROMM FAMILY HEARTLAND GOLD	
<b>Registration Number:</b>	5586502	FROMM FAMILY REMEDIES	
<b>Registration Number:</b>	4838374	GOLD COAST	
<b>Registration Number:</b>	4952082	HASEN DUCKENPFEFFER	
<b>Serial Number:</b>	88072413	HIGHLANDER BEEF OATS N BARLEY	
<b>Serial Number:</b>	87818987	PUMPKIN KRAN POW	
<b>Registration Number:</b>	5536703	RANCHEROSA	
<b>Registration Number:</b>	4426710	SALMON TUNACHOVY	
<b>Registration Number:</b>	4165824	SALMON TUNALINI	
<b>Registration Number:</b>	2036685	SINCE 1904 A TRADITION OF QUIET INNOVATI	
<b>Serial Number:</b>	87657579	SMOKIN' CHEESEPLESIONS	
<b>Registration Number:</b>	1787590	STANDARD CHOICE	

CH \$490.00 4674748

**CORRESPONDENCE DATA****Fax Number:**

*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:** 4142775407  
**Email:** andrew.dupree@quarles.com  
**Correspondent Name:** Andy Dupree  
**Address Line 1:** 411 East Wisconsin Avenue  
**Address Line 4:** Milwaukee, WISCONSIN 53202

<b>NAME OF SUBMITTER:</b>	Andrew Dupree
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<b>SIGNATURE:</b>	/Andrew Dupree/
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<b>DATE SIGNED:</b>	10/24/2019
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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may be amended, modified or supplemented from time to time pursuant to the terms hereof, this "*Agreement*"), dated as of September 13, 2019, is made by FOX IP, LLC ("*Grantor*"), with its principal place of business and mailing address at 13145 North Green Bay Road, Mequon, Wisconsin 53097, in favor of BMO HARRIS BANK N.A. (the "*Bank*" or "*Secured Party*"), with its mailing address at 770 North Water Street, Milwaukee, Wisconsin 53202, and its successors and assigns.

### PRELIMINARY STATEMENTS

A. Grantor, the other Borrowers party thereto and the Bank are parties to a Credit Agreement of even date herewith (as amended or modified from time to time, the "*Credit Agreement*"), pursuant to which the Bank has agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Borrowers defined therein.

B. As a condition to the execution and delivery of the Credit Agreement, the Bank has required, among other things, that each of the Grantor and the other Borrowers (each a "*Debtor*" and collectively the "*Debtors*") grant to the Secured Party a lien on and security interest in the personal property of such Debtor.

C. The Debtors and the Secured Party are parties to a Security Agreement of even date herewith (as amended or modified from time to time, the "*Security Agreement*"), pursuant to which each Debtor has granted a lien on and security interest in the personal property of such Debtor as described therein.

D. Capitalized terms used herein without definition are used as defined in the Credit Agreement and Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Bank to enter into the Credit Agreement and to induce the Bank to make extensions of credit to the Grantor thereunder, the parties agree as follows:

1. **Grant of Security Interest.** Grantor hereby grants to Secured Party a Lien on and continuing security interest in, all of its right, title and interest in, to and under the following Collateral (the "*Trademark Collateral*");

(i) all of its trademarks and trademark applications, including, without limitation, each trademark and trademark application listed on Schedule A hereto, and all renewals and extensions of the foregoing;

(ii) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application; and

(iii) all income, royalties and proceeds of the foregoing at any time due or payable or asserted under and with respect to the foregoing, including without limitation any claim by Grantor against third parties for damages by reason of past, present or future

infringement of any trademark or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of the Borrowers as set out in and defined in the Security Agreement.

2. **Terms of Security Agreement Incorporated by Reference.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

3. **Grantor Remains Liable.** Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks and trademark applications subject to a security interest hereunder.

4. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. **Governing Law.** This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Wisconsin.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed as of the date and year first written above.

**FOX IP, LLC**

By   
Name: Thomas E. Nieman  
Title: President

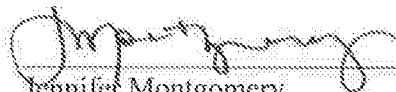
Accepted and agreed to as of the date and year first above.

**BMO HARRIS BANK N.A.,**

By:

Name: Jennifer Montgomery

Title: Vice President



SCHEDULE A

MARK	APPL. SER. NO./REG. NO.	FILING DATE/REG. DATE	STATUS
BEEF LIVA'TTINI VEG	4,674,748	20-Jan-2015	Registered
CHICKEN A LA VEG	2,870,540	03-Aug-2004	Registered
CHICKEN AU FROMMAGE	5,277,923	29-Aug-2017	Registered
CRUNCHY O'S	87/594,284	01-Sep-2017	Allowed
FOUR-STAR NUTRITIONALS	2,789,856	02-Dec-2003	Registered
FROMM	3,639,003	16-Jun-2009	Registered
FROMM FAMILY	2,042,404	04-Mar-1997	Registered
FROMM FAMILY HEARTLAND GOLD	4,942,678 <i>S.A.M.</i>	03-May-2016	Registered
FROMM FAMILY REMEDIES	5,586,502	16-Oct-2018	Registered
GOLD COAST	4,838,374	20-Oct-2015	Registered
HASEN DUCKENPFEFFER	4,952,082	03-May-2016	Registered
HIGHLANDER BEEF OATS N BARLEY	88/072,413	09-Aug-2018	Allowed
PUMPKIN KRAN POW	87/818,987	03-Mar-2018	Allowed
RANCHEROSA	5,536,703	07-Aug-2018	Registered
SALMON TUNACHOVY	4,426,710	29-Oct-2013	Registered
SALMON TUNALINI	4,165,824	26-Jun-2012	Registered
SINCE 1904 A TRADITION OF QUIET INNOVATION	2,036,685	11-Feb-1997	Registered
SMOKIN' CHEESE PLOSIONS	87/657,579	24-Oct-2017	Allowed
STANDARD CHOICE	1,787,590	10-Aug-1993	Registered