

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM547022

<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>
ECP FOODS LLC		10/25/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center/DCC		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2854677	A TRADITION OF SOUTHERN FLAVOR	
<b>Registration Number:</b>	1911580	ANYTIME	
<b>Registration Number:</b>	4354708	BETTER TASTE. BETTER VALUE. SIMPLE AS TH	
<b>Registration Number:</b>	3459547	BUN JUMBOS	
<b>Registration Number:</b>	1657528	CAROLINA PRIDE	
<b>Registration Number:</b>	1542764	COTTAGE BRAND	
<b>Registration Number:</b>	5424999	CRAFTED WITH SOUTHERN PRIDE	
<b>Registration Number:</b>	1573612	GREENWOOD FARMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>			
<b>Phone:</b>	215-569-5619		
<b>Email:</b>	pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye (074658-18123)		
<b>Address Line 1:</b>	Blank Rome LLP		
<b>Address Line 2:</b>	One Logan Square, 8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		

OP \$215.00 2854677

<b>ATTORNEY DOCKET NUMBER:</b>	074658-18123
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	10/29/2019

**Total Attachments: 6**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 25<sup>th</sup> day of October, 2019 by ECP FOODS LLC, a Delaware limited liability corporation ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION ("PNC"), in its capacity as agent for the Lenders ("Agent").

**WITNESSETH**

WHEREAS, YOAKUM INVESTMENT HOLDINGS LLC, a Delaware limited liability company ("Holdings"), EDDY FOODS, INC., a Delaware corporation ("Eddy Foods"), EDDY PACKING CO., INC., a Texas corporation ("Eddy Packing") and Grantor (together with Holdings, Eddy Foods, Eddy Packing and each Person joined to the Loan Agreement (as defined below) as borrowers from time to time and each Guarantor party to the Loan Agreement from time to time, collectively, the "Loan Parties", and each a "Loan Party") have entered into that certain First Amendment and Joinder to Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (the "First Amendment"), among Loan Parties, the financial institutions which are now or which thereafter become a party thereto (collectively, the "Lenders" and each individually a "Lender"), Agent and PNC Capital Markets LLC, as lead arranger and book runner, in relation to that certain Revolving Credit, Term Loan and Security Agreement dated as of February 8, 2019 (as amended by the First Amendment and as further amended, restated, supplemented, or replaced from time to time, the "Loan Agreement"), among the Loan Parties party thereto, the Lenders party thereto, Agent and PNC Capital Markets LLC, as lead arranger and book runner, whereby Lenders agreed to make certain financial accommodations available to Loan Parties from time to time pursuant to the terms and conditions thereof;

WHEREAS, as security for the Obligations under the Loan Agreement, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of its assets, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights and patents, together with the goodwill of the business symbolized by Grantor's trademarks, copyrights and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Loan Parties under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for the benefit of itself and Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, copyright, copyright application, each patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the “Trademarks”; such copyrights and copyright applications, the “Copyrights”; and such patents and patent applications, the “Patents”), in each case, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by any Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Copyright or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Except as otherwise permitted under the Loan Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks, Copyrights or Patents without prior written consent of Agent.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Copyrights and Patents listed on Schedule 1 attached hereto constitute all trademarks, trademark applications, copyrights, copyright applications, patents and patent applications owned or registered to Grantor as of the date of this Agreement.

5. Authorization To Supplement. If Grantor shall obtain rights to any new Trademarks, Patents or Copyrights, this Agreement shall automatically apply thereto. Without limiting Grantor’s obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1, to include any such new Trademarks, Patents or Copyrights of Grantor identified in a written notice provided by Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 hereto shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Trademarks, Patents or Copyrights, whether or not listed on the schedules hereto.

6. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

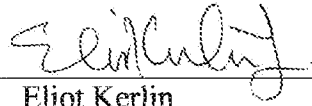
7. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be governed by and construed in accordance with the laws of the State of New York.

8. Termination. This Agreement and the Liens and security interests granted hereunder shall automatically terminate upon a termination of the Loan Agreement pursuant to and in accordance with Article 13 thereof.

**[Signatures to appear on following page]**

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.


**ECP FOODS LLC**

By:   
Name: Eliot Kerlin  
Title: Chairman of the Board

By:   
Name: Luke Bateman  
Title: Executive Vice President

Agreed and Accepted  
As of the Date First Written Above

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By:   
Name: Chris Handler  
Title: Vice President

[Signature Page to IP Security Agreement (ECP Foods)]

**TRADEMARK**  
**REEL: 006781 FRAME: 0864**

**SCHEDULE 1**

**Trademarks**

<b>Trademark</b>	<b>Owner</b>	<b>Country</b>	<b>Reg. No.</b>
A Tradition of Southern Flavor	ECP FOODS LLC	United States	2854677
Anytime	ECP FOODS LLC	United States	1911580
Better Taste, Better Value. Simple As That	ECP FOODS LLC	United States	4354708
Bun Jumbos	ECP FOODS LLC	United States	3459547
Carolina Pride	ECP FOODS LLC	United States	1657528
Cottage Brand	ECP FOODS LLC	United States	1542764
Crafted with Southern Pride	ECP FOODS LLC	United States	5424999
Greenwood Farms	ECP FOODS LLC	United States	1573612

**SCHEDULE 1 CONT'D**

**Copyrights**

None.

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SCHEDULE 1 CONT'D

Patents

None.

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