

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547135

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ECP FOODS LLC		10/25/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Patriot Capital IV (A), L.P.
Street Address:	509 S. Exeter Street, Suite 210
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21202
Entity Type:	Limited Partnership: DELAWARE
Name:	Dos Rios Partners, L.P.
Street Address:	2911 Turtle Creek, Suite 1290
City:	Dallas
State/Country:	TEXAS
Postal Code:	75219
Entity Type:	Limited Partnership: DELAWARE
Name:	Dos Rios Partners - A, L.P.
Street Address:	2911 Turtle Creek, Suite 1290
City:	Dallas
State/Country:	TEXAS
Postal Code:	75219
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2854677	A TRADITION OF SOUTHERN FLAVOR
Registration Number:	1911580	ANYTIME
Registration Number:	4354708	BETTER TASTE. BETTER VALUE. SIMPLE AS TH
Registration Number:	3459547	BUN JUMBOS
Registration Number:	1657528	CAROLINA PRIDE
Registration Number:	1542764	COTTAGE BRAND
Registration Number:	5424999	CRAFTED WITH SOUTHERN PRIDE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1573612	GREENWOOD FARMS

CORRESPONDENCE DATA

Fax Number: 3036293450

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: 303-629-3400

Email: burtner.jody@dorsey.com

Correspondent Name: Dorsey & Whitney LLP

Address Line 1: 1400 Wewatta Street, Suite 400

Address Line 2: IP Department

Address Line 4: Denver, COLORADO 80202-5549

ATTORNEY DOCKET NUMBER:	504042-13
NAME OF SUBMITTER:	Jody L. Burtner, Senior Paralegal
SIGNATURE:	/Jody L. Burtner/
DATE SIGNED:	10/29/2019

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 25th day of October, 2019 by ECP FOODS LLC, a Delaware limited liability corporation ("Grantor"), in favor of PATRIOT CAPITAL IV (A), L.P., a Delaware limited partnership ("Patriot"), DOS RIOS PARTNERS, L.P., a Delaware limited partnership ("Dos Rios"), and DOS RIOS PARTNERS – A, L.P., a Delaware limited partnership ("Dos Rios A" and together with Patriot and Dos Rios, the "Secured Parties," and each a "Secured Party").

W I T N E S S E T H

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 Note Purchase Agreement (as defined below) as issuers from time to time and each Guarantor party to the Note Purchase Agreement from time to time, collectively, the "Note Parties", and each a "Note Party") have entered into that certain First Amendment and Joinder to Note Purchase and Security Agreement dated as of the date hereof (the "First Amendment"), among Note Parties and Secured Parties, in relation to that certain Note Purchase 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 "Note Purchase Agreement"), among the Note Parties party thereto and Secured Parties, whereby Issuers agreed to sell, and Secured Parties agreed to purchase, Notes pursuant to the terms and conditions thereof;

WHEREAS, as security for the Obligations under the Note Purchase Agreement, Grantor has granted to Secured Parties, 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 Note Parties under the Note Purchase 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 Note Purchase Agreement. The Note Purchase 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 Note Purchase Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Note Purchase Agreement, Grantor hereby grants to Secured Parties, and hereby reaffirms its prior grant pursuant to the Note Purchase 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 Note Purchase 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 Secured Parties.

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 Secured Parties 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 Secured Parties’ 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 Texas.

8. Termination. This Agreement and the Liens and security interests granted hereunder shall automatically terminate upon Payment in Full of the Obligations.

[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

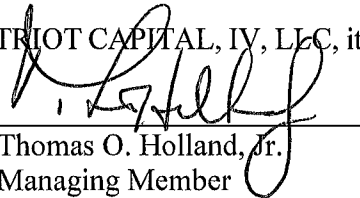
By: 
Name: Eliot Kerlin
Title: Chairman of the Board

By: 
Name: Luke Bateman
Title: Executive Vice President

Agreed and Accepted
As of the Date First Written Above

PATRIOT CAPITAL IV (A), L.P.,
a Delaware limited partnership

By: PATRIOT CAPITAL, IV, LLC, its General Partner

By: 
Name: Thomas O. Holland, Jr.
Title: Managing Member

DOS RIOS PARTNERS, L.P.,
a Delaware limited partnership

By: DOS RIOS GP, LLC, its General Partner

By: _____
Name: John K. Turner
Title: Manager

DOS RIOS PARTNERS - A, L.P.,
a Delaware limited partnership

By: DOS RIOS GP, LLC, its General Partner

By: _____
Name: John K. Turner
Title: Manager

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

TRADEMARK
REEL: 006782 FRAME: 0345

Agreed and Accepted
As of the Date First Written Above

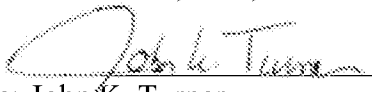
PATRIOT CAPITAL IV (A), L.P.,
a Delaware limited partnership

By: PATRIOT CAPITAL, IV, LLC, its General Partner

By: _____
Name: Thomas O. Holland, Jr.
Title: Managing Member

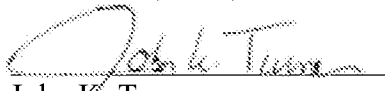
DOS RIOS PARTNERS, L.P.,
a Delaware limited partnership

By: DOS RIOS GP, LLC, its General Partner

By:  _____
Name: John K. Turner
Title: Manager

DOS RIOS PARTNERS - A, L.P.,
a Delaware limited partnership

By: DOS RIOS GP, LLC, its General Partner

By:  _____
Name: John K. Turner
Title: Manager

SCHEDULE 1

Trademarks

Trademark	Owner	Country	Reg. No.
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.

SCHEDULE 1 CONT'D

Patents

None.