

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552496

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HQM, Ltd.		12/09/2019	Corporation:
RECEIVING PARTY DATA			
Name:	Cooperatieve Rabobank U.A., New York Branch, as Collateral Agent		
Street Address:	245 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Cooperative Corporation: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5651661	COMMITTED TO A HIGHER OPERATING STANDARD	
Registration Number:	5437015	PORK WITH A PLEDGE	
Registration Number:	5735609	PREMIUM RESERVE PORK AMERICAN MADE · STE	
Registration Number:	5275231	RECIPE ESSENTIALS	
Registration Number:	5679339	SINCE 1895 RED'S LEGENDARY	
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:	678-553-2288		
Email:	madrinc@gtlaw.com		
Correspondent Name:	Christina Madrin		
Address Line 1:	3333 Piedmont Road NE, Suite 2500		
Address Line 4:	Atlanta, GEORGIA 30144		
NAME OF SUBMITTER:	Christina Marin		
SIGNATURE:	/Christina Madrin/		
DATE SIGNED:	12/09/2019		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

WHEREAS, HQM, LTD., a Delaware corporation (“*Grantor*”), owns the Trademark (as defined in the Security Agreement, as defined below) registrations listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and the other grantors named therein (including Grantor) and COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH, as collateral agent for the Secured Parties (in its capacity as agent, together with its successors in such capacity, the “*Collateral Agent*”) are parties to that certain Second Amended and Restated Security Agreement dated as of December 9, 2019 (as amended and otherwise modified prior to the date hereof, and as in effect on the date hereof, the “*Security Agreement*”); and

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has granted to Collateral Agent a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of all Obligations (as such term is defined in the Security Agreement); and

WHEREAS, this Trademark Security Agreement is executed pursuant to the terms of the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby pledge and assign to the Collateral Agent and grant to Collateral Agent a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter arising or acquired (all of the following items or types of property being herein collectively referred to as the “*Trademark Collateral*”):

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the

Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

1. Security for Obligations. The security interests granted hereby are being granted in conjunction with the security interests granted to Collateral Agent pursuant to the Security Agreement. This Trademark Security Agreement and the security interests created hereby secure the payment and performance of all the Obligations (as defined in the Security Agreement), whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor, or any of them, to Collateral Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of any Debtor Relief Law. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent 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.

2. Authorization to Supplement. If Grantor shall obtain rights to any new trademarks or ownership of any new U.S. applications for registration of and registered trademarks (other than any intent-to-use trademark application constituting Excluded Property) included in the Trademark Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to Collateral Agent within such time limit set forth in the Credit Agreement or the Security Agreement with respect to any such new trademarks for which Grantor files an application for registration with the U.S. Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 2, Grantor hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new trademark rights registered or applied for trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any way affect, invalidate, or detract from Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1.

3. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

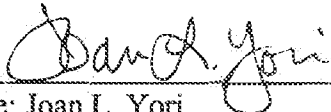
4. Governing Law. This Trademark Security Agreement shall be governed by, construed and interpreted in accordance with, the laws of the State of New York applicable to contracts made and to be performed within the State of New York, without reference to the conflicts of law principles thereof. This governing law election has been made by the parties in reliance (at least in part) on Section 5-1401 of the General Obligations Law of the State of New York, as amended (as and to the extent applicable), and other applicable law.

5. Defined Terms. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement (as defined in the Security Agreement).

[Signatures on following page]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of December 9, 2019.

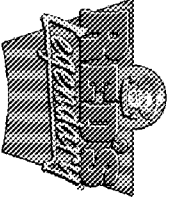
HQM, LTD.

By: 
Name: Joan L. Yori
Title: President and Secretary

Schedule 1
to
Trademark Security Agreement

HQM, Ltd.

Mark	Country/ State	Registration No./ Date	Serial No./ Filing Date	Goods/Services	Current Owner
COMMITTED TO A HIGHER OPERATING STANDARD®	USA	5,651,661 1/8/2019	87/912,190 5/8/18	Class29: pork; Class 41: providing education and training courses in the field of supply chain management	HQM, Ltd.
PORK WITH A PLEDGE®	USA	5,437,015 4/3/2018	87/578, 336 8/22/2017	Class 029: Pork	HQM, Ltd.
PREMIUM RESERVE PORK AMERICAN MADE STEAKHOUSE QUALITY 1895 & Design	USA	5,735,609 4/23/2019	88/126,943 9/21/2018	Int. Class 029: pork	HQM, Ltd.

Mark	Country/ State	Registration No./ Date	Serial No./ Filing Date	Goods/Services	Current Owner
RECIPE ESSENTIALS ®	USA	5,275,231 8/29/2017	87/291,778 1/6/17	Int. Class 029: processed meats	HQM, Ltd.
SINCE 1895 RED'S LEGENDARY HATFIELD & Design®	USA	5,679,339 2/19/2019	88/008,551 6/20/18	Int. Class 029: processed meats	HQM, Ltd.
					

TRADEMARK

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