

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559042

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WESTERN'S SMOKEHOUSE, LLC		01/23/2020	Limited Liability Company: MISSOURI
WESTERN'S SMOKEHOUSE & MEAT MARKET, LLC		01/23/2020	Limited Liability Company: MISSOURI
THRUSHWOOD FARMS QUALITY MEATS, INC.,		01/23/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	East West Bank, as Agent		
Street Address:	135 N. Los Robles Avenue, 3rd Floor		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	Joint Stock Company: CALIFORNIA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2702104	WESTERN'S SMOKEHOUSE	
Registration Number:	4982763	SMART CH ICE	
Registration Number:	5103022	BIG'UN	
Registration Number:	5264393	SMART STIX	
Registration Number:	4330360	MADE FOR PEOPLE LOVED BY PETS	
Registration Number:	4363142	BEST FRIEND SNACKS	
Registration Number:	3626922	MAKING MEMORIES OUT OF MEALS	
Registration Number:	5432497	MAKING MEMORIES OUT OF MEALS	
Registration Number:	5820811	THRUSHWOOD FARMS	
Registration Number:	5437023	THRUSHWOOD FARMS	
Registration Number:	5820699	WE KNOW PROTEIN	
Registration Number:	3626634	THRUSHWOOD FARMS	
Serial Number:	87847921	SIMPLY GOOD	
Serial Number:	88433318	W WESTERN'S SMOKEHOUSE	

CH \$365.00 2702104

CORRESPONDENCE DATA**Fax Number:** 3125774565*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:** 312-577-8265**Email:** kristin.brozovic@kattenlaw.com**Correspondent Name:** Kristin Brozovic c/o Katten**Address Line 1:** 525 W Monroe St**Address Line 4:** Chicago, ILLINOIS 60661**ATTORNEY DOCKET NUMBER:** 332779-47**NAME OF SUBMITTER:** Kristin Brozovic**SIGNATURE:** /Kristin Brozovic/**DATE SIGNED:** 01/27/2020**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**") is made as of January 23, 2020 (the "**Effective Date**") by Western's Smokehouse & Meat Market, LLC, a Missouri limited liability company ("**WSMM**"), and Thrushwood Farms Quality Meats, Inc., a Delaware corporation ("**TFQM**", together with WS, the "**Grantors**" and each a "**Grantor**"), in favor of East West Bank for the benefit of the Lenders from time to time party to the Credit Agreement (in such capacity, the "**Agent**") (as defined in the Credit Agreement or the Security Agreement as applicable in each case as referred to below).

RECITALS:

WHEREAS, reference is made to that certain Security Agreement, dated as of December 23, 2019 (as it may be amended, restated, supplemented, extended or otherwise modified from time to time, the "**Security Agreement**"), between the Grantors, Western's Smokehouse, a Missouri limited liability company, Thrushwood Holdco, Inc., a Delaware corporation, Western Smokehouse Partners, a Delaware limited liability company, and the Agent and that certain Credit Agreement, dated as of December 23, 2019 (as it may be amended, restated, supplemented, extended, refinanced or otherwise modified from time to time, the "**Credit Agreement**"), between the Borrowers, the several banks and other lenders from time to time party thereto (the "**Lenders**"), and the Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantors have (i) as collateral security for the Obligations, granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantors' rights, title and interest in, to and under the Collateral (as defined in the Security Agreement), including, without limitation, certain intellectual property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the promises and the agreements, provisions and covenants herein contained, the Grantors and the Agent agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security. As collateral security for the Obligations, the Grantors hereby grant to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantors' rights, title and interest in, to and under the following:

(1) all trademarks, trademark registrations, trade names, trademark applications, service marks, business names, fictitious business names, trade styles, trade dress, trade secrets, designs, logos and other source or business identifiers, all registrations thereof, and all registration and recording applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule L, (2) all income, royalties, damages and payments now and hereafter due and/or

payable with respect to any such mark, including damages and payments for past, present or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, (4) rights corresponding thereto throughout the world, (5) renewals and proceeds of any of the foregoing (collectively (1)-(5), the "Trademarks"), and (6) all goodwill associated with or symbolized by the Trademarks.

The security interest granted hereby has been granted to the Agent, for the benefit of the Secured Parties, in connection with the Security Agreement and the Credit Agreement and is expressly subject to the terms and conditions thereof. The security interest granted by each Grantor hereunder shall terminate simultaneously with any termination of the security interests in the Trademarks granted by such Grantor under the Security Agreement in accordance with its terms.

Notwithstanding anything to the contrary herein, no security interest granted hereby shall include any Excluded Assets.

Section 3. Recordation. The Grantors authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 5. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

Section 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

WESTERN'S SMOKEHOUSE, LLC,
a Missouri limited liability company
WESTERN'S SMOKEHOUSE & MEAT
MARKET, LLC,
a Missouri limited liability company

By: Ben Rudman
Name: Ben Rudman
Title: President

THRUSHWOOD FARMS QUALITY MEATS,
INC.,
a Delaware corporation

By: Ben Rudman
Name: Ben Rudman
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006846 FRAME: 0622

EAST WEST BANK, as Agent

By: 
Name: David Ligon
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006846 FRAME: 0623

SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT

Loan Party	Intellectual Property	Registration Office	Registration Number
Western's Smokehouse & Meat Market, LLC	WESTERN'S SMOKEHOUSE	USPTO	2,702,104
Western's Smokehouse & Meat Market, LLC	SMART CHOICE	USPTO	4,982,763
Western's Smokehouse & Meat Market, LLC	BIG'um	USPTO	5,103,022
Western's Smokehouse & Meat Market, LLC	simply good	USPTO	Pending Serial #87847921 Filed March 23, 2018
Western's Smokehouse & Meat Market, LLC	SMART STIX	USPTO	3,264,393
Western's Smokehouse & Meat Market, LLC	W - Western's SMOKEHOUSE	USPTO	Pending Serial #88433318 Filed May 16, 2018
Western's Smokehouse & Meat Market, LLC	WESTERN'S SMOKEHOUSE	Canadian Intellectual Property Office	TMA778,730
Thrushwood Farms Quality Meats, Inc.	Made for People Loved by Pets	USPTO	4,330,360
Thrushwood Farms Quality Meats, Inc.	Best Friend Snacks	USPTO	4,363,142
Thrushwood Farms Quality Meats, Inc.	Making Memories Out of Meals	USPTO	3,626,922
Thrushwood Farms Quality Meats, Inc.	Making Memories Out of Meals	USPTO	5,432,497
Thrushwood Farms Quality Meats, Inc.	Thrushwood Farms	USPTO	5,820,811
Thrushwood Farms Quality Meats, Inc.	Thrushwood Farms and design	USPTO	5,437,023
Thrushwood Farms Quality Meats, Inc.	We Know Protein	USPTO	5,820,699
Thrushwood Farms Quality Meats, Inc.	Thrushwood Farms And design	USPTO	3,626,634

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