

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570051

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	2L TRADEMARK SECURITY AGREEMENT		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Moran Foods, LLC		04/01/2020	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC as Collateral Agent		
Street Address:	225 W. Washington St., 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5978907	PICKWELL FARMS	
Serial Number:	88070757	BOARDWALK	
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:	202.370.4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1205895		
NAME OF SUBMITTER:	Christian Craft		
SIGNATURE:	/Christian Craft/		
DATE SIGNED:	04/01/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of April 1, 2020, is entered into by each of the undersigned (each, a "Grantor") in favor of Cortland Capital Market Services LLC as Collateral Agent (together with its successors, in such capacity, the "Collateral Agent") for the benefit of the Secured Parties (as defined in the Pledge and Security Agreement described below).

WHEREAS, each Grantor has executed and delivered that certain Term Loan Pledge and Security Agreement, dated as of December 5, 2016, in favor of Citibank, N.A. (the "Former Collateral Agent") in its capacity as collateral agent and administrative agent under the Loan Documents (as defined below) (as amended and restated pursuant to that Amended and Restated Second Lien Pledge and Security Agreement dated as of April 1, 2020 and as the same may be amended, restated, amended and restated or otherwise modified, the "Pledge and Security Agreement"), pursuant to which such Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title, and interest in and to the Trademark Collateral (as defined below).

WHEREAS, each Grantor has executed and delivered that certain Agency Transition Agreement and Amendment No. 3 to Term Loan Credit Agreement, entered into by and among the Collateral Agent, Former Collateral Agent, the loan parties party thereto and the lenders party thereto (the "Transfer Agreement"), dated as of January 30, 2020.

WHEREAS, pursuant to the Transfer Agreement, the Collateral Agent was appointed as the successor administrative agent and collateral agent to replace the Former Collateral Agent in such capacities under the Pledge and Security Agreement and other Loan Documents.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement or the Credit Agreement referred to therein.

SECTION 2. Grant of Security Interest. Each Grantor hereby collaterally assigns, grants, mortgages and pledges to the Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title, or interest and wherever the same may be located (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of such Grantor's Obligations (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

- (i) all U.S. federal and state and foreign trademarks, trade names, trade dress, corporate names, company names, business names, internet domain names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, designs and general tangibles of a like nature, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation,

any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world;

(ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing;

(iii) all extensions and renewals of the foregoing;

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill; and

(v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto.

provided, however, that the foregoing shall not include (i) any “intent-to-use” Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable federal law or (ii) any other Excluded Asset.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law. This Agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.

SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or .pdf), 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.

[Signatures follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

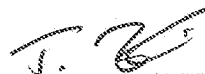
MORAN FOODS, LLC

By: 

Name: Karen Ward Procell

Title: General Counsel, Secretary and
Executive Vice President

CORTLAND CAPITAL MARKET SERVICES LLC,
as Collateral Agent

By: 
Name: Jon Kirschmeier
Title: Associate Counsel

SCHEDULE A
TRADEMARKS

Trademark	Country	Owner	Serial No.	Filing Date	Reg. No.	Reg. Date
PICKWELL FARMS	United States of America	Moran Foods, LLC	87/935,314	5/24/2018	5,978,907	2/4/2020
BOARDWALK	United States of America	Moran Foods, LLC	88/070,757	8/8/2018		