

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574482

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900544495

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
B & E POULTRY, INC.		04/10/2020	Corporation: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Coöperatieve Rabobank U.A., New York Branch, as Administrative Agent
Street Address:	245 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	A New York State Licensed Branch of a Dutch Banking Cooperatieve: NEW YORK

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	4081578	
Registration Number:	0562032	
Registration Number:	4206137	TIME SAVERS
Registration Number:	5119649	FRESH FREEZE
Registration Number:	4316727	FAMILIES FEEDING FAMILIES SINCE THE 1890
Registration Number:	4336011	SIA
Registration Number:	1444306	
Registration Number:	3275884	JUICY, NOT JUICED
Registration Number:	1473359	BELL & EVANS
Registration Number:	1474328	
Registration Number:	3382372	LOVE ME TENDER
Registration Number:	2686500	NUGGET OF TRUTH
Registration Number:	2693132	THE EXCELLENT CHICKEN
Serial Number:	87774571	EUROPEAN-PLUS
Serial Number:	87774564	DAS KLASSENBESTER
Serial Number:	87014186	FARMERS PRIDE

CORRESPONDENCE DATA

TRADEMARK

Fax Number:

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: 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 30305

NAME OF SUBMITTER:	Christina Madrin
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SIGNATURE:	/Christina Madrin/
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DATE SIGNED:	05/01/2020
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Total Attachments: 9

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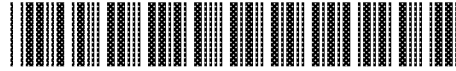
UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

May 01, 2020

PTAS

CHRISTINA MADRIN
3333 PIEDMONT ROAD NE, SUITE 2500
ATLANTA, GA 30305



900544495

United States Patent and Trademark Office
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. Document 1 Length of reg num must be 5 to 7 digits. RegNum 3971
Document 1 Length of reg num must be 5 to 7 digits. RegNum 6608
Document 1 Length of reg num must be 5 to 7 digits. RegNum 5447

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Monday, June 1, 2020**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

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Document ID: 900544495
Access Code: ZJA1K8138IYBU5J

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ANGELA WHITE
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
B & E POULTRY, INC.		04/10/2020	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Coöperatieve Rabobank U.A., New York Branch, as Administrative 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: 25			
Property Type	Number	Word Mark	
Registration Number:	13469		
Registration Number:	920062	HAPPY HOUSE	
Registration Number:	920061		
Registration Number:	1006011	MERCURY MARINE	
Registration Number:	3971		
Registration Number:	38609		
Registration Number:	6608		
Registration Number:	5447		
Registration Number:	83075		
Registration Number:	4081578		
Registration Number:	562032		
Registration Number:	4206137	TIME SAVERS	
Registration Number:	5119649	FRESH FREEZE	
Registration Number:	4316727	FAMILIES FEEDING FAMILIES SINCE THE 1890	
Registration Number:	4336011	SIA	
Registration Number:	11430		

Registration Number:	32769	
Registration Number:	32768	
Registration Number:	1444306	
Registration Number:	3275884	JUICY, NOT JUICED
Registration Number:	1473359	BELL & EVANS
Registration Number:	1474328	
Registration Number:	3382372	LOVE ME TENDER
Registration Number:	2686500	NUGGET OF TRUTH
Registration Number:	2693132	THE EXCELLENT CHICKEN

CORRESPONDENCE DATA

Phone: 678-553-2288
Email: madrinc@gtlaw.com
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.
Correspondent Name: Christina Madrin
Address Line 1: 3333 Piedmont Road NE, Suite 2500
Address Line 4: Atlanta, GEORGIA 30305

NAME OF SUBMITTER: Christina Madrin

Signature: /Christina Madrin/

Date: 04/10/2020

Total Attachments: 6

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RECEIPT INFORMATION

ETAS ID: TM571476
Receipt Date: 04/10/2020
Fee Amount: \$640

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) dated as of April 10, 2020, between B & E POULTRY, INC. (“*Grantor*”) and COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH (“*Rabobank*”), in its capacity as administrative agent (together with its permitted successors and assigns, “*Administrative Agent*”) for the Secured Parties.

WITNESSETH:

WHEREAS, Sechler Family Foods, Inc., a Pennsylvania corporation (“*Borrower*”), the various financial institutions party thereto as a lender (each a “*Lender*”, and collectively, the “*Lenders*”), and Administrative Agent have entered into that certain Credit Agreement dated as of April 10, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”); and

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to Borrower and Grantor as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of April 10, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “*Security Agreement*”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, Grantor hereby agrees as follows:

1. 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.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants, collaterally assigns, and pledges to Administrative Agent, for the ratable benefit of the Secured Parties, a Security Interest in all of Grantor’s right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “*Trademark Collateral*”):

- (a) all of Grantor’s Trademarks, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, 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 Secured Obligations and would be owed by Grantor, or any of them, to Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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.

5. 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), the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to Administrative Agent within such time limit set forth in 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 5, Grantor hereby authorizes Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any new trademark rights and registered or applied for trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate, or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. 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.

7. GOVERNING LAW. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

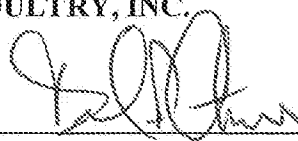
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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer or officers thereunto duly authorized as of the date first above written.

GRANTOR:

B & E POULTRY, INC.

By: _____



Name: Daniel Chirico

Title: Chief Financial Officer

ACKNOWLEDGED AND
AGREED:

COÖPERATIEVE RABOBANK U.A., NEW
YORK BRANCH, as Administrative Agent

By: 

Name: Naoko Kojima
Title: Executive Director

By: 

Name: Pieter van der Werff
Title: Vice President

TRADEMARK SECURITY AGREEMENT

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TRADEMARK
REEL: 006927 FRAME: 0802

Schedule I
B & E Poultry, Inc. – Trademark List

MARK	JURISDICTION	STATUS	APPLICATION NO.	FILING DATE	REGISTRATION NO.	REG. DATE
EUROPEAN-PLUS	United States of America	Allowed	87774571	Jan 29, 2018		
FARMERS PRIDE DESIGN	US-Ohio	Registered	13469		TM13469	May 2, 1991
FARMERS BOY DESIGN	US-Pennsylvania	Registered	920062	May 19, 1986	920062	May 19, 1986
FARMERS PRIDE	US-Pennsylvania	Registered			920061	April 7, 2011
FARMERS PRIDE	US-West Virginia	Registered			1006011	Aug 12, 1986
FARMERS PRIDE	US-Virginia	Registered			3971	Jun 18, 1986
FARMERS PRIDE	US-Massachusetts	Registered	38609	Jun 24, 1986	38609	Jun 24, 1986
FARMERS PRIDE	US-Connecticut	Registered	6608		6608	Jun 26, 1986
FARMERS PRIDE	US-New Jersey	Registered			5447	Aug 20, 1991
FARMERS PRIDE	US-Michigan	Registered			M83075	Dec 17, 1991
GEOMETRIC AND PICTORAL DESIGN	United States of America	Registered	76707372	Apr 25, 2011	4081578	Jan 10, 2012
FIGURE DESIGN	United States of America	Registered	71620923	Nov 6, 1951	562032	Jul 22, 1952
TIME SAVERS	United States of America	Registered	76708813	Aug 22, 2011	4206137	Sep 11, 2012
FRESH FREEZE (design)	United States of America	Registered	85851388	Feb 15, 2013	5119649	Jan 10, 2017
Families Feeding Families Since the 1890s	United States of America	Registered	85700417	Aug 10, 2012	4316727	Apr 9, 2013
SIA and design	United States of America	Registered	85549219	Feb 22, 2012	4336011	May 14, 2013
FARMER BOY DESIGN	US-Ohio	Registered	11430		TM11430	Jun 12, 1986
FARMERS BOY DESIGN	US-New York	Registered	R23842		R32769	Jun 13, 1986
FARMERS PRIDE	US-New York	Registered	R23843		R32768	Jun 13, 1986
FARMERS PRIDE	US-Maryland	Registered			199600035	Jun 19, 1986
FARMERS PRIDE	US-Rhode Island	Registered			19860613	Jun 30, 1986
FARMERS PRIDE	US-Delaware	Registered			19860066968	Jul 28, 1986
DESIGN OF A FARMER	United States of America	Registered	73612681	Aug 4, 1986	1444306	Jun 23, 1987
JUICY, NOT JUICED	United States of America	Registered	76641318	Jun 21, 2005	3275884	Aug 7, 2007
BELL & EVANS	United States of America	Registered	73645496	Feb 19, 1987	1473359	Jan 19, 1988
DESIGN OF A FARM SCENE	United States of America	Registered	73645546	Feb 19, 1987	1474328	Jan 26, 1988
LOVE ME TENDER	United States of America	Registered	76641313	Jun 21, 2005	3382372	Feb 12, 2008
DAS KLASSENBESTER	United States of America	Allowed	87774564	Jan 29, 2018		
FARMERS PRIDE	United States of America	Published	87014186	Apr 26, 2016		
NUGGET OF TRUTH	United States of America	Registered	76415549	June 5, 2002	2686500	February 11, 2003
THE EXCELLENT CHICKEN	United States of America	Registered	76414937	June 5, 2002	2693132	March 4, 2003

TRADEMARK

REEL: 006927 FRAME: 0803

RECORDED: 04/10/2020