

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574552

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Koch Foods Incorporated		04/01/2020	Corporation: DELAWARE
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: NETHERLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87427917	KOCH FOODS	
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 30305		
NAME OF SUBMITTER:	Christina Madrin		
SIGNATURE:	/Christina Madrin/		
DATE SIGNED:	05/01/2020		
Total Attachments: 8			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) is dated as of April 1, 2020, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “*Grantors*” and each individually “*Grantor*”), and **COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH** (“*Rabobank*”), in its capacity as Administrative Agent for the Secured Parties (together with its successors, “*Administrative Agent*”).

WITNESSETH

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement dated as of April 1, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among Koch Foods Incorporated, a Delaware corporation (“*Parent*”), Koch Meat Co., Inc., an Illinois corporation, Koch Farms LLC, a Tennessee limited liability company, Koch Foods of Cumming LLC, a Georgia limited liability company, Koch Foods LLC, a Tennessee limited liability company, Koch Foods of Gainesville LLC, a Georgia limited liability company, Koch Foods of Cincinnati LLC, an Ohio limited liability company, Koch Foods of Mississippi LLC, a Mississippi limited liability company, Koch Farms of Mississippi LLC, a Mississippi limited liability company, Koch Foods of Alabama LLC, an Alabama limited liability company, Koch Farms of Alabama LLC, an Alabama limited liability company, Koch Foods of Ashland LLC, an Alabama limited liability company, Koch Farms of Ashland LLC, an Alabama limited liability company, Koch Foods of Gadsden LLC, an Alabama limited liability company, Koch Farms of Gadsden LLC, an Alabama limited liability company, JCG Foods LLC, a Delaware limited liability company, JCG Foods of Alabama LLC, an Alabama limited liability company, JCG Farms of Alabama LLC, an Alabama limited liability company, JCG Foods of Georgia LLC, a Georgia limited liability company, and JCG Farms of Georgia LLC, a Georgia limited liability company, as borrowers (together with Parent, each individually a “*Borrower*” and collectively, “*Borrowers*”), the various financial institutions party thereto as a “*Lender*” (each a “*Lender*”, and collectively, the “*Lenders*”), and Rabobank, in its capacity as administrative agent for the Lenders (“*Administrative Agent*”), Lenders are willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to Borrowers and other Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Third Amended and Restated Pledge and Security Agreement dated as of April 1, 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, Grantors are 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 mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each 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. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "*Trademark Collateral*"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party 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 each Trademark Intellectual Property License; and

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

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 Grantors, 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 any 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. Each 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 any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent promptly (and in any event

within two (2) Business Days) with respect to any new trademarks for which such Grantor files an application for registration with the United States Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. 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 instrument. 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. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "*includes*" and "*including*" are not limiting, and the term "*or*" has, except where otherwise indicated, the inclusive meaning represented by the phrase "*and/or*." The words "*hereof*," "*herein*," "*hereby*," "*hereunder*," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.


[remainder of page intentionally left blank]

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

GRANTORS:

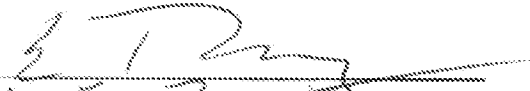
KOCH FOODS INCORPORATED, a Delaware corporation,
KOCH FOODS OF MISSISSIPPI LLC, a Mississippi limited liability company, and
JCG FOODS LLC, a Delaware limited liability company

By:


Name: Joseph C. Grendys
Title: President

ACKNOWLEDGED AND
AGREED:

COÖPERATIEVE RABOBANK U.A., as
Administrative Agent

By: 
Name: Eric Rogowski
Title: Managing Director

By: 
Name: Anthony Fianza
Title: Vice President


SCHEDULE I



to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations

U.S. Trademarks

Mark	Owner	cl.	Application No.	Date Filed	Reg. No.	Reg. Date
AMERICA'S CHICKEN SPECIALIST	Koch Foods Incorporated	29	75/420,532	01/20/98	2,218,919	01/19/99
ANTIOCH FARMS	Koch Foods Incorporated	29	78/937,005	07/25/06	3,409,212	04/08/08
ANTIOCH FARMS & DESIGN 	Koch Foods Incorporated	29	78/937,026	07/25/06	3,409,213	04/08/08
CAGLE'S	JCG Foods LLC	29	85/653,345	06/15/2012	4,382,366	8/13/13
CHEF'S TRIM	Koch Foods Incorporated	29	76/693,789	10/23/08	3,625,101	05/26/09
CHIC 'N TIME	Koch Foods Incorporated	29	76/682,133	09/20/07	3,438,771	06/03/08
CRAVERS CHICKEN	Koch Foods Incorporated	29	86/531,382	2/11/15	4,812,333	09/15/15
CRAVERS CHICKEN (design plus words)	Koch Foods Incorporated	29	86/533,574	2/12/15	4,812,532	09/15/15

 Design	Koch Foods Incorporated	29	74/459,081	11/17/93	1,862,648	11/15/94
GAME DAY	Koch Foods Incorporated	29	76/655,624	02/24/06	3,259,766	07/10/07
KF-SLIDERZ	Koch Foods Incorporated	29	76/701,963	03/08/10	3,858,665	10/12/10
KOCH FOODS	Koch Foods Incorporated	29	86/600,915	4/17/15	4,921,918	03/22/16
KOCH FOODS 	Koch Foods Incorporated		87/427,917	3/27/17	Application Pending	Application Pending
KOCH FOODS (word mark stylized)	Koch Foods Incorporated	29	86/554,347	3/5/15	4,921,295	03/22/16
KOCH FOODS CRAVERS	Koch Foods Incorporated	29	85/493,148	12/12/11	4,415,391	10/8/13
KOCH FOODS OVEN CRAVERS	Koch Foods Incorporated	29	85/261,099	03/08/11	4,116,180	03/20/12
KOCH FOODS SNACK CRAVERS	Koch Foods Incorporated	29	85/492,831	12/12/11	4,269,575	1/1/13
KOCH FOODS TENDER CRAVERS	Koch Foods Incorporated	29	85/261,169	03/08/11	4,116,181	03/20/12
MR. BENNIE'S (cancellation pending)	Koch Foods of Mississippi LLC	29	75/375,019	10/17/97	2,203,965	11/17/98
OVEN CRAVERS	Koch Foods Incorporated	29	85/712,388	08/24/12	4,321,066	4/16/13

PARTY WINGS	Koch Foods of Mississippi LLC	29	74/383,199	04/27/93	1,837,989	05/31/94
PARTY WINGS	Koch Foods of Mississippi LLC	29	73/657,162	04/24/87	1,475,174	02/02/88
SAUCE-N-SERVE	Koch Foods Incorporated	29	76/655,625	02/24/06	3,190,785	01/02/07
TALMADGE FARM	JCG Foods LLC	29	76/330,522	10/26/01	2,604,699	08/06/02
TALMADGE FARM	JCG Foods LLC	29	75/878,336	12/22/98	2,501,455	10/30/01
KOCH FOODS OF COLLINSVILLE	JCG Foods of Alabama LLC	Alabama	N/A	N/A	113653	03/10/13
KOCH FOODS OF PINE MOUNTAIN VALLEY	JCG Foods of Georgia LLC	Alabama	N/A	N/A	223654	03/10/13
TENDER CRAVERS	Koch Foods Incorporated	29	85/555,265	02/28/12	4,183,462	07/31/12

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