

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589975

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement and Amendment to Trademark License Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TRINIDAD BENHAM HOLDING COMPANY		08/03/2020	Corporation: COLORADO
TRINIDAD/BENHAM CORP.		08/03/2020	Corporation: COLORADO
HRH TECHNOLOGIES, LLC		08/03/2020	Limited Liability Company: COLORADO

RECEIVING PARTY DATA

Name:	COBANK, ACB, as Administrative Agent
Street Address:	6340 South Fiddlers Green Circle
City:	Greenwood Village
State/Country:	COLORADO
Postal Code:	80111
Entity Type:	Federally Chartered Bank: UNITED STATES

PROPERTY NUMBERS Total: 59

Property Type	Number	Word Mark
Registration Number:	5514057	IMPERIAL CROWN
Registration Number:	5503390	IMPERIAL CROWN
Registration Number:	5209610	LET'S EAT HEALTHY
Registration Number:	5174491	COOKQUIK
Registration Number:	5101098	FAMILY OWNED FOODS INC. C & F
Registration Number:	5065734	THE FLAVOR IS YOURS
Registration Number:	5031956	COOKQUIK RANCH WAGON
Registration Number:	5031536	RANCH WAGON
Registration Number:	4932976	EL TEJANO
Registration Number:	4913485	
Registration Number:	4900388	EVERYDAY CHEF
Registration Number:	4896467	READYEDGE
Registration Number:	4871089	PRESS-N-ZIP
Registration Number:	4841027	SPLINTOS
Registration Number:	4832140	NATURE'S TRUTH

OP \$1490.00 5514057

Property Type	Number	Word Mark
Registration Number:	4797001	THE CLEAN BEAN
Registration Number:	4786840	DIAMOND
Registration Number:	4756969	SHINPURU-MAI
Registration Number:	4728150	JUST THE TRUTH
Registration Number:	4696208	WHOLESOME FOOD, WHOLESOME LIFE
Registration Number:	4696207	NATURALLY SIMPLE, NATURALLY WHOLESOME
Registration Number:	4596218	NATURE'S WILD GRAINS
Registration Number:	4592962	EL CAMPERO
Registration Number:	4481513	NATURE'S FIELDS
Registration Number:	4228849	SILER'S
Registration Number:	4187535	EVERYDAY CHEF
Registration Number:	4085102	EVERYDAY CHEF
Registration Number:	4059365	WHERE YOUR BRAND MEANS MORE
Registration Number:	4053688	READY NOW
Registration Number:	3891484	BUFFALO BRAND
Registration Number:	3884463	
Registration Number:	3855101	
Registration Number:	3602145	WONDERFOIL
Registration Number:	3528444	ECO BOX
Registration Number:	3516026	PEAK
Registration Number:	3373784	SOLFRESCO
Registration Number:	3129337	BLACK HAWK
Registration Number:	3112829	SOLFRESCO
Registration Number:	2978839	SABOR DEL CAMPO
Registration Number:	2965623	BEAN CLASSICS
Registration Number:	2873614	QUALITY THAT LEAVES A LASTING IMPRESSION
Registration Number:	2821012	EL ORGULLO DE MI TIERRA
Registration Number:	2596149	WONDERWRAP
Registration Number:	2524424	LA FLEUR
Registration Number:	2300139	C & F FOODS
Registration Number:	2268018	PEAK COOKQUIK
Registration Number:	2200280	PREMIER FIELDS
Registration Number:	2196641	CHEF'S SELECTION
Registration Number:	2119628	PEAK
Registration Number:	2076904	FOODS INC. C&F
Registration Number:	2070211	KANGA BEANS ONE JUMP AHEAD!
Registration Number:	1915271	LA CASITA
Registration Number:	1696280	SINCE 1935 JACK RABBIT BRAND

Property Type	Number	Word Mark
Registration Number:	1128512	RANCH WAGON
Registration Number:	670313	JACK RABBIT
Registration Number:	359398	JACK RABBIT
Serial Number:	87855886	GREEN EARTH ORGANICS
Serial Number:	87816396	BEAN SMASH! SNACK OR DIP
Serial Number:	87776792	

CORRESPONDENCE DATA

Fax Number: 7043311159
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: 7043311000
Email: PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 100 North Tryon Street
Address Line 2: Suite 4700, ATTN: IP DEPARTMENT
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	036790.000013
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	08/03/2020

Total Attachments: 17
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT AND AMENDMENT TO
TRADEMARK LICENSE AGREEMENT**

This Intellectual Property Security Agreement and Amendment to Trademark License Agreement (the “**Agreement**”), dated as of August 3, 2020 is entered into by and among **EACH OF THE PERSONS LISTED ON THE SIGNATURE PAGES HERETO AND EACH OF THE OTHER PERSONS WHICH BECOME PLEDGORS HEREUNDER FROM TIME TO TIME** (each a “**Pledgor**” and collectively, the “**Pledgors**”) and **COBANK, ACB**, as administrative agent for the Lenders referred to below (the “**Administrative Agent**”).

WHEREAS, pursuant to that certain Fourth Amended and Restated Credit Agreement (as amended, restated, modified or supplemented from time to time, the “**Credit Agreement**”) of even date herewith by and among TRINIDAD BENHAM HOLDING COMPANY, a Colorado corporation (“**TBHC**”), TRINIDAD/BENHAM CORP., a Colorado corporation (“**TBC**”), and HRH TECHNOLOGIES, LLC, a Colorado limited liability company (“**HRHT**”) (each of TBHC, TBC, and HRHT are individually referred to herein as a “**Borrower**” and collectively, “**Borrower**”, as the context may require), the Guarantors party thereto (the “**Guarantors**”), the Lenders party thereto (the “**Lenders**”) and the Administrative Agent, the Administrative Agent and the Lenders have agreed to provide certain loans to the Borrower, and the Pledgors have agreed, among other things, to grant a security interest to the Administrative Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. **Defined Terms.**

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and (ii) the rules of construction set forth in Section 1.2 of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in the State of Colorado as amended from time to time (the “**Code**”).

(b) “**Patents, Trademarks and Copyrights**” shall mean and include all of each Pledgor’s present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by each Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate; provided that, Patents, Trademarks and Copyrights shall not include

rights which have only been licensed to a Pledgor to the extent the relevant license agreement prohibits the Pledgor from encumbering its licensed rights.

(c) **“Secured Obligations”** shall mean and include the following: (i) all now existing and hereafter arising Indebtedness and Obligations of each and every Pledgor to the Administrative Agent, the Lenders, or any provider of any Lender-Provided Interest Rate Hedge or any provider of any Lender-Provided Financial Service Product under the Credit Agreement or any of the other Loan Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every of the Pledgors to the Administrative Agent, the Lenders, or any provider of any Lender-Provided Interest Rate Hedge or any provider of any Lender-Provided Financial Service Product now existing or hereafter incurred under the Credit Agreement or the Notes or the Guaranty Agreement, if any, or any of the other Loan Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Borrower or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all reimbursement obligations of each and every Pledgor with respect to any one or more Letters of Credit issued by Administrative Agent or any Lender; (iii) all indebtedness, loans, obligations, expenses and liabilities of each and every of the Pledgors to the Administrative Agent or any of the Lenders of any obligations incurred in connection with any Lender-Provided Interest Rate Hedge or any Lender-Provided Financial Service Product provided by the Administrative Agent or such Lenders pursuant to the Credit Agreement; and (iv) any sums advanced by the Administrative Agent or the Lenders or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Notes, this Agreement, or any other Loan Documents or pursuant to any other document or instrument at any time delivered to the Administrative Agent in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any default under any of the Debt.

2. To secure the full payment and performance of all Secured Obligations, each Pledgor hereby grants and conveys a security interest to the Administrative Agent, for itself and the benefit of the Lenders and their respective affiliates, in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor jointly and severally represents and warrants, but only with respect to the Patents, Trademarks and Copyrights expressly listed on Schedule A, and except as set forth on Schedule A, that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, except for Permitted Liens, including pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons;

(d) such Pledgor has the corporate, limited liability company or partnership power and authority, as applicable, to enter into this Agreement and perform its terms;

(e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used consistent standards of quality in its manufacture of products sold or provision of services provided under the Patents, Trademarks and Copyrights; and

(g) such Pledgor has used proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Section 12 hereof;

3A. Each Pledgor jointly and severally covenants that:

(a) such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice the Administrative Agent;

(b) such Pledgor will not change its name without providing thirty (30) days prior written notice to the Administrative Agent; and

(c) such Pledgor shall preserve its existence as a corporation, partnership or a limited liability company, as applicable, and except as permitted by the Credit Agreement, shall not (1) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor, or (2) sell all or substantially all of its assets.

(d) such Pledgor will use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold or provision of services provided under the Patents, Trademarks and Copyrights; and

(e) such Pledgor will use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Section 12 hereof.

4. Each of the obligations and additional liabilities of each and every Pledgor under this Agreement are joint and several with the obligations of the other Pledgors, and each Pledgor hereby waives to the fullest extent permitted by Law any defense it may otherwise have to the payment and performance of the Obligations that its liability hereunder is limited and not joint and several. Each Pledgor acknowledges and agrees that the foregoing waiver serves as a material inducement to the agreement of the Administrative Agent and the Lenders to make the Loans, and that the Administrative Agent and the Lenders are relying on such waiver in entering into this Agreement. The undertakings of each Pledgor hereunder secure the obligations of the Borrower, itself and the other Pledgors. The Administrative Agent and the Lenders, or any of them, may, in their sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Administrative Agent and the Lenders, or any of them, shall not be a defense to any action the Administrative Agent and the Lenders, or any of them, may elect to take against any Pledgor. Each of the Lenders and the Administrative Agent hereby reserves all rights against each Pledgor.

5. Each Pledgor agrees that, until all of the Secured Obligations shall have been Paid in Full, all Commitments have been terminated and all Letters of Credit and Lender-Provided Interest Rate Hedge or any Lender-Provided Financial Service Product have expired or been terminated, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the Administrative Agent's prior written consent which shall not be unreasonably withheld except such Pledgor may license technology in the ordinary course of business without the Administrative Agent's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products or provision of Pledgor's services.

6. Except for the sale, transfer or license of Patents, Trademarks and Copyrights in the ordinary course of business that are no longer used or useful in the conduct of any Loan Party's business, if, before the Secured Obligations shall have been Paid In Full and all Commitments have been terminated and all Letters of Credit and Lender-Provided Interest Rate Hedge or any Lender-Provided Financial Service Product have expired or been terminated, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto, such Pledgor shall give to the Administrative Agent prompt notice thereof in writing and each Pledgor and the Administrative Agent agree to modify this Agreement by amending Schedule A to add any such patents, patent applications, trademark applications, trademarks, copyrights or copyright applications. Pledgor shall be deemed to have made the representations and warranties set forth

in Section 3 hereof to Administrative Agent with respect to any registered trademark or copyright or any issued patent as of the date which is the later of such registration or issuance or Pledgor's acquisition of such registered trademark or copyright or issued patent, subject to any modification to Schedule A delivered as of such date and relating solely to the registered trademark(s) or copyright(s) or issued patent(s) as to which such representations and warranties are deemed to be made.

7. Each Pledgor hereby reaffirms and acknowledges the Trademark License Agreement executed by such Pledgor, having an effective date of July 30, 2008 (the "**Trademark License Agreement**"), and the terms and conditions thereof and confirms that the same remains in full force and effect, including with respect to the Amended and Restated Loan and Security Agreement dated July 30, 2008, entered into among the Borrower, Administrative Agent and certain lenders party thereto, as amended by the Credit Agreement and as may be amended, modified, supplement or restated from time to time. The Trademark License Agreement is amended so that the list of Trademarks set forth on Schedule A to this Agreement shall be substituted in place of the list on Exhibit A to the Trademark License Agreement. Each Pledgor confirms that, except as expressly amended herein, the information in the Trademark License Agreement remains true and correct as of the date hereof.

8. Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Administrative Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a place that the Administrative Agent shall designate by notice to the Pledgors the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which any Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Administrative Agent, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to Pledgors. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Administrative Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

9. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent, as the Administrative Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the

Administrative Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

10. At such time as all of the Secured Obligations shall have been Paid In Full and all Commitments shall have been terminated and all Letters of Credit and Lender-Provided Interest Rate Hedge or any Lender-Provided Financial Service Product have expired or been terminated, this Agreement shall terminate and the Administrative Agent shall execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto.

11. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by Administrative Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgors within fifteen (15) days of demand by Administrative Agent, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

12. Each Pledgor shall have the duty, through counsel reasonably acceptable to the Administrative Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Secured Obligations shall have been Paid in Full and the Commitments shall have terminated, and the Letters of Credit and Lender-Provided Interest Rate Hedge or any Lender-Provided Financial Service Product have expired or been terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgors. No Pledgor shall abandon any Patent, Trademark or Copyright without the consent of the Administrative Agent, which shall not be unreasonably withheld. It shall not be deemed to be a violation of this Section 12 unless or until any failure to comply, either individually or in the aggregate, has consequences to one or more Loan Parties, taken together, in excess of the Threshold Amount.

13. Each Pledgor shall have the right, with the consent of the Administrative Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Administrative Agent, if necessary, as a party to such suit so long as the Administrative Agent is satisfied that such joinder will not subject it to any risk of liability, to

enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Administrative Agent as a result of such suit or joinder by such Pledgor.

14. No course of dealing between any Pledgor and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, remedy, power or privilege of the Administrative Agent hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a subsequent Event of Default.

15. All of the Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and not exclusive of any rights or remedies which it may otherwise have under the other Loan Documents, under the Lender-Provided Interest Rate Hedge or any Lender-Provided Financial Service Product or by Law, and the Administrative Agent may enforce any one or more remedies hereunder successively or concurrently at its option.

16. (a) It is the intention of the parties that this Agreement be enforceable to the fullest extent permissible under applicable Law, but that the unenforceability (or modification to conform to such Law) of any provision or provisions hereof shall not render unenforceable, or impair, the remainder hereof. If any provision in this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, this Agreement shall, as to such jurisdiction, be deemed amended to modify or delete, as necessary, the offending provision or provisions and to alter the bounds thereof in order to render it or them valid and enforceable to the maximum extent permitted by applicable Law, without in any manner affecting the validity or enforceability of such provision or provisions in any other jurisdiction or the remaining provisions hereof in any jurisdiction without invalidating the remaining provisions hereof.

(2) Without limitation of the preceding Subsection (a), to the extent that applicable Law (including applicable Laws pertaining to fraudulent conveyance or fraudulent or preferential transfer) otherwise would render the full amount of any Pledgor's obligations hereunder invalid, voidable, or unenforceable on account of the amount of a Pledgor's aggregate liability under this Agreement, then, notwithstanding any other provision of this Agreement to the contrary, the aggregate amount of such liability shall, without any further action by the Administrative Agent or any of the Lenders or such Pledgor or any other Person, be automatically limited and reduced to the highest amount which is valid and enforceable as determined in such action or proceeding, which (without limiting the generality of the foregoing) may be an amount which is equal to the greater of:

(A) the fair consideration actually received by such Pledgor under the terms and as a result of the Loan Documents and the Lender-Provided Interest Rate Hedge or any Lender-Provided Financial Service Product and the value of the benefits described in Section 25 hereof, including (and to the extent not inconsistent

with applicable federal and state laws affecting the enforceability of guarantees) distributions, commitments, and advances made to or for the benefit of such Pledgor with the proceeds of any credit extended under the Loan Documents or the Lender-Provided Interest Rate Hedge or any Lender-Provided Financial Service Product, or

(B) the excess of (1) the amount of the fair value of the assets of such Pledgor as of the date of this Agreement as determined in accordance with applicable federal and state laws governing determinations of the insolvency of debtors as in effect on the date hereof, over (2) the amount of all liabilities of such Pledgor as of the date of this Agreement, also as determined on the basis of applicable federal and state laws governing the insolvency of debtors as in effect on the date hereof.

(b) Notwithstanding anything to the contrary in this Section or elsewhere in this Agreement, this Agreement shall be presumptively valid and enforceable to its full extent in accordance with its terms, as if this Section (and references elsewhere in this Agreement to enforceability to the fullest extent permitted by Law) were not a part of this Agreement, and in any related litigation, the burden of proof shall be on the party asserting the invalidity or unenforceability of any provision hereof or asserting any limitation on any Pledgor's obligations hereunder as to each element of such assertion.

17. This Agreement supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to a grant of a security interest in the Patents, Trademarks and Copyrights by any Pledgor. This Agreement is subject to waiver, modification, supplement or amendment only by a writing signed by the parties, except as provided in Section 6 and Section 26 hereof with respect to additions and supplements to Schedule A hereto.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein, and any such purported assignment or transfer shall be null and void.

19. This Agreement shall be governed by, construed, and enforced in accordance with the internal law of the State of Colorado, without regard to its conflict of laws principles, except to the extent the validity or perfection of the security interests or the remedies hereunder in respect of any Patents, Trademarks or Copyrights are governed by the law of a jurisdiction other than the State of Colorado.

20. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any courts of the State of Colorado sitting in Denver County and of the United States District Court of Colorado and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, and each Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Colorado state or federal court. Each Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding. Each Pledgor hereby appoints the process agent identified below (the **"Process Agent"**) as its agent to receive on behalf

of such party and its respective property service of copies of the summons and complaint and any other process which may be served in any action or proceeding. Such service may be made by mailing or delivering a copy of such process to the Pledgor in care of the Process Agent at the Process Agent's address, and each Pledgor hereby authorizes and directs the Process Agent to receive such service on its behalf. Each Pledgor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions (or any political subdivision thereof) by suit on the judgment or in any other manner provided at law. Each Pledgor further agrees that it shall, for so long as any commitment or any obligation of any Loan Party to any Lender remains outstanding, continue to retain Process Agent for the purposes set forth in this Section 20. The Process Agent is the Borrower, with an office on the date hereof as set forth in the Credit Agreement.

21. This Agreement may be executed by different parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy or electronic transmission to the Administrative Agent or any Lender of the signature page hereof purporting to be signed on behalf of such Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

22. EACH PLEDGOR HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE CREDIT AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE PATENTS, TRADEMARKS AND COPYRIGHTS TO THE FULLEST EXTENT PERMITTED BY LAW.

23. All notices, statements, requests, demands, directions and other communications (collectively, "**notices**") given to or made upon any party hereto under the provisions of this Agreement shall be given to the applicable party hereto at the address set forth on Schedule 1.1(B) to, or in a Guarantor Joinder given under, the Credit Agreement and in the manner provided in Section 11.5 of the Credit Agreement. The Administrative Agent and the Lenders may rely on any notice (whether or not made in the manner contemplated by this Agreement) purportedly made by or on behalf of any Pledgor, and the Administrative Agent and the Lenders shall have no duty to verify the identity or authority of the Person giving such notice.

24. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Administrative Agent hereunder and under the other Loan Documents, because the Administrative Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Administrative Agent's rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which such Pledgor has appointed the Administrative Agent its attorney-in-act, and (v) to enforce the Administrative Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

25. Each Pledgor hereby acknowledges, represents, and warrants that it receives synergistic benefits by virtue of its affiliation with the Borrower and/or the other Pledgors and that it will receive direct and indirect benefits from the financing arrangements contemplated by the Credit Agreement and that such benefits, together with the rights of contribution and subrogation that may arise in connection herewith are a reasonably equivalent exchange of value in return for providing this Agreement.

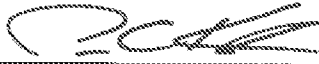
26. At any time after the initial execution and delivery of this Agreement to the Administrative Agent and the Lenders, additional Persons may become parties to this Agreement and thereby acquire the duties and rights of being Pledgors hereunder by executing and delivering to the Administrative Agent and the Lenders a Guarantor Joinder pursuant to the Credit Agreement and, in addition, a new Schedule A hereto shall be provided to the Administrative Agent with respect to such new Pledgor. No notice of the addition of any Pledgor shall be required to be given to any pre-existing Pledgor and each Pledgor hereby consents thereto.

[SIGNATURES APPEAR ON FOLLOWING PAGES]


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written with the intent that it constitutes a sealed instrument.

PLEDGORS:

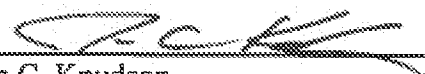
TRINIDAD BENHAM HOLDING COMPANY,
a Colorado corporation

By: 
Name: Jason C. Knudson
Title: Secretary

TRINIDAD/BENHAM CORP.,
a Colorado corporation

By: 
Name: Jason C. Knudson
Title: Secretary

HRH TECHNOLOGIES, LLC,
a Colorado limited liability company

By: 
Name: Jason C. Knudson
Title: Manager

COBANK, ACB. as Administrative Agent

By: Natalya Rickin
Name: Natalya Rickin
Title: Vice President

**SCHEDULE A
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT AND AMENDMENT TO
TRADEMARK LICENSE AGREEMENT**

**LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS**

Part 1 - Trinidad/Benham Corp.

1. Registered Patents:

Title	Patent No.	Issue Date
GRILLING PAN	D806471	01/02/2018
GRILL LINER	D793161	08/01/2017

2. Trademarks:

Mark	Int'l Class(es)	Country	Application No.	Registration No.	Registration Date
BUDGET BUY (and Design)	006	Mexico	517803	736550	02/28/2002
BEAN CLASSICS	029	US	76/508,926	2965623	07/12/2005
BEAN SMASH! SNACK OR DIP and Design			87816396	-	03/01/2018
BLACK HAWK	006	US	78/687,846	3129337	08/15/2006
BUFFALO BRAND	029	US	78/731,166	3891484	12/14/2010
C & F FOODS	029, 030	US	75/645,534	2300139	12/14/1999
FOODS INC. C&F and Design	029, 030	US	75/017,321	2076904	07/08/1997
CHEF'S SELECTION	030	US	75/273,758	2196641	10/13/1998
COOKQUIK	029	US	86/905,503	5174491	04/04/2017
COOKQUIK RANCH WAGON	029	US	86/905,478	5031956	08/30/2016
DIAMOND and Design	029	US	86/238,366	4786840	08/04/2015

Mark	Int'l Class(es)	Country	Application No.	Registration No.	Registration Date
ECO BOX	006	US	77/211,179	3528444	11/04/2008
EL CAMPERO	029, 030	US	86/193,208	4592962	08/26/2014
EL ORGULLO DE MI TIERRA	029	US	76/508,419	2821012	03/09/2004
EL TEJANO	029	US	86/206,095	4932976	04/05/2016
EVERYDAY CHEF	006	US	85/236,421	4085102	01/10/2012
EVERYDAY CHEF	016	US	85/236,423	4187535	08/07/2012
EVERYDAY CHEF	030	US	86/474,999	4900388	02/16/2016
FAMILY OWNED FOODS INC. C & F (and Design)	029, 030	US	86/589,734	5101098	12/13/2016
GREEN EARTH ORGANICS	029	US	87/855,886	--	03/29/2018
IMPERIAL CROWN	030	US	86/582,867	5503390	06/26/2018
IMPERIAL CROWN (and Design)	030	US	86/589,757	5514057	07/10/2018
JACK RABBIT	029	US	72/025,489	670313	11/25/1958
JACK RABBIT BRAND and Design				359398	08/16/1938
JUST THE TRUTH	029, 030	US	85/879,968	4728150	04/28/2015
KANGA BEANS ONE JUMP AHEAD! (and Design)	029	US	74/550,356	2070211	06/10/1997
LA CASITA	031	US	74/550,368	1915271	08/29/1995
LA FLEUR	029, 030	France	093629865	093629865	07/24/2009
LA FLEUR	029, 031	US	76/041,555	2524424	01/01/2002
LET'S EAT HEALTHY	029	US	86/032,558	5209610	05/23/2017
Design Only	030	US	87/776,792	--	01/30/2018

Design Only	029	US	86/714,474	4913485	03/08/2016
Mark	Int'l Class(es)	Country	Application No.	Registration No.	Registration Date
Design Only	029	US	78/973,787	3855101	09/28/2010
Design Only	030	US	78/973,762	3884463	11/30/2010
NATURALLY SIMPLE, NATURALLY WHOLESOME	029, 030	US	85/362,047	4696207	03/03/2015
NATURE'S FIELDS	030	US	85/362,008	4481513	02/11/2014
NATURE'S TRUTH	029, 030	US	85/591,270	4832140	10/13/2015
NATURE'S WILD GRAINS	031	US	86/154,675	4596218	09/02/2014
PEAK	029, 030, 031	US	75/200,172	2119628	12/09/1997
PEAK	006	US	77/423,356	3516026	10/14/2008
PEAK COOKQUIK				2269018	08/10/1999
PREMIER FIELDS	029	US	75/184,337	2200280	10/27/1998
PRESS-N-ZIP	016	US	85/923,195	4871089	12/15/2015
QUALITY THAT LEAVES A LASTING IMPRESSION	040	US	76/497,097	2873614	08/17/2004
RANCH WAGON	029	US	86/883,172	5031536	08/30/2016
RANCH WAGON				1128512	01/01/1980
READY NOW	030	US	85/007,757	4053688	11/08/2011
READYEDGE	016	US	86/585,794	4896467	02/02/2016
SABOR DEL CAMPO	029, 030	US	78/252,222	2978839	07/26/2005
SHINPURU-MAI	030	US	86/190,818	4756969	06/16/2015
SILER'S	029	US	85/412,410	4228849	10/23/2012

SINCE 1935 JACK RABBIT BRAND (and Design)	029, 030, 031	US	74/167,538	1696280	06/23/1992
SOLFRESCO	030	US	78/446,097	3112829	07/04/2006
Mark	Int'l Class(es)	Country	Application No.	Registration No.	Registration Date
SOLFRESCO	029	US	78/446,099	3373784	01/22/2008
SPLINTOS	029	US	86/566,416	4841027	10/27/2015
THE CLEAN BEAN	029	US	86/370,651	4797001	08/18/2015
THE FLAVOR IS YOURS	029	US	86/800,976	5065734	10/18/2016
WHERE YOUR BRAND MEANS MORE	035	US	85/276,229	4059365	11/22/2011
WHOLESOME FOOD, WHOLESOME LIFE	029, 030	US	85/362,056	4696208	03/03/2015
WONDERFOIL	006	US	77/559,154	3602145	04/07/2009
WONDERWRAP	016	US	78/080,837	2596149	07/16/2002

3. Trade Names: Treasure Valley Seed Co., Arizona Flexible Packaging
4. Copyrights: None

Part 2 - Trinidad Benham Holding Company

1. Registered Patents: None
2. Trademarks: None
3. Trade Names: None
4. Copyrights: None

Part 3 - HRH Technologies, LLC

1. Registered Patents: None
2. Trademarks: None

3. Trade Names: None

4. Copyrights: None