TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616368

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rose Acre Farms, Inc.		12/23/2020	Corporation: INDIANA

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: 26

Property Type	Number	Word Mark
Registration Number:	5765614	ALLSTAR EGGS
Registration Number:	5836111	ALLSTAR EGGS
Registration Number:	5765758	ALLSTAR EGGS
Registration Number:	5741806	COCK A DOODLE DOO COUNTRY DAYBREAK
Registration Number:	1644519	COUNTRY DAYBREAK
Registration Number:	5741805	COUNTRY DAYBREAK
Registration Number:	3564083	GOLDEN-PREMIUM
Registration Number:	3357896	GOOD EGG
Registration Number:	2508050	GOODEGG.COM
Registration Number:	3361744	GREAT EGGS
Registration Number:	5879063	
Registration Number:	5568589	
Registration Number:	3227961	
Registration Number:	4348302	RAF SUSTAINABLE FARMING
Registration Number:	2442071	REPLENISH
Registration Number:	1238626	ROSE ACRE FARMS
Registration Number:	5408972	ROSE ACRE FARMS
Registration Number:	4650039	ROSE ACRE FARMS ? FARM FRESH EGGS ?
Registration Number:	4330720	· ROSE ACRE FARMS · SUSTAINABLE AGRICULT

CH $665.00 5765614

Property Type	Number	Word Mark
Registration Number:	5729472	· ROSE ACRE FARMS · THE GOOD EGG PEOPLE
Registration Number:	4650040	ROSE ACRE FARMS · THE GOOD EGG PEOPLE ·
Registration Number:	4682955	ROSE ACRE FARMS · THE GOOD EGG PEOPLE ·
Registration Number:	5867820	ROSE ACRES
Registration Number:	4942792	THE GOOD EGG COOP
Registration Number:	1237533	THE GOOD EGG PEOPLE
Registration Number:	3309582	VITA-D

CORRESPONDENCE DATA

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
SIGNATURE:	/Christina Madrin/
DATE SIGNED:	12/23/2020

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "***Trademark Security Agreement***") dated as of December 23, 2020, among 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 (together with its permitted successors and assigns, "***Administrative Agent***") for the Secured Parties.

W I T N E S S E T H:

WHEREAS, Rose Acre Farms, Inc., an Indiana corporation, as borrower ("***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 Fourth Amended and Restated Credit Agreement dated as of December 23, 2020 (as amended, restated, supplemented, extended, 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 the 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 December 23, 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 the agreements hereinafter set forth, 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, collaterally assigns, and pledges to Administrative 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 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 such 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 such 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, other than Excluded Swap Obligations with respect to any Grantor, 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 ownership of any new U.S. applications for registration of and registered trademarks (other than any intent-to-use trademark application constituting Excluded Property) included in the Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors 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 such 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 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 registered or applied for trademarks 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 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each 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: **ROSE ACRE FARMS, INC.**

By: _____

Name: [illegible]

Title: CEO

TRADEMARK
REEL: 007195 FRAME: 0045

ACKNOWLEDGED AND AGREED:

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

By: _____
Name: Eric Rapuzzi
Title: Managing Director

By: _____
Name: Anthony Fidanza
Title: Vice President

TRADEMARK
REEL: 007195 FRAME: 0046

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor	Mark	Country	Registration No.	Registration Date
Rose Acre Farms, Inc.	ALLSTAR EGGS	United States	5,765,614	28-May-2019
Rose Acre Farms, Inc.	ALLSTAR EGGS and Design	United States	5,836,111	13-Aug-2019
Rose Acre Farms, Inc.	ALLSTAR EGGS and Design	United States	5,765,758	28-May-2019
Rose Acre Farms, Inc.	COCK A DOODLE DOO COUNTRY DAYBREAK and Design	United States	5,741,806	30-Apr-2019
Rose Acre Farms, Inc.	COUNTRY DAYBREAK and Design	United States	1,644,519	14-May-1991
Rose Acre Farms, Inc.	COUNTRY DAYBREAK and Design	United States	5,741,805	30-Apr-2019
Rose Acre Farms, Inc.	GOLDEN-PREMIUM	United States	3,564,083	20-Jan-2009
Rose Acre Farms, Inc.	GOOD EGG	United States	3,357,896	18-Dec-2007
Rose Acre Farms, Inc.	GOODEGG.COM (and Design)	United States	2,508,050	13-Nov-2001
Rose Acre Farms, Inc.	GREAT EGGS (and Design)	United States	3,361,744	01-Jan-2008
Rose Acre Farms, Inc.	Miscellaneous Design (Rosie) logo	United States	5,879,063	08-Oct-2019

TRADEMARK
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Rose Acre Farms, Inc.	Miscellaneous Design (sunburst logo)	United States	5,568,589	25-Sep-2018
Rose Acre Farms, Inc.	Miscellaneous Design (sunburst logo)	United States	3,227,961	10-Apr-2007
Rose Acre Farms, Inc.	RAF SUSTAINABLE FARMING and Design (egg and sunburst)	United States	4,348,302	04-Jun-2013
Rose Acre Farms, Inc.	REPLENISH	United States	2,442,071	10-Apr-2001
Rose Acre Farms, Inc.	ROSE ACRE FARMS	United States	1,238,626	17-May-1983
Rose Acre Farms, Inc.	ROSE ACRE FARMS and Design	United States	5,408,972	20-Feb-2018
Rose Acre Farms, Inc.	ROSE ACRE FARMS FARM FRESH EGGS and Design (red background, white rooster)	United States	4,650,039	02-Dec-2014
Rose Acre Farms, Inc.	ROSE ACRE FARMS SUSTAINABLE AGRICULTURE and Design	United States	4,330,720	07-May-2013
Rose Acre Farms, Inc.	ROSE ACRE FARMS THE GOOD EGG PEOPLE and Design (happy chicken logo)	United States	5,729,472	16-Apr-2019
Rose Acre Farms, Inc.	ROSE ACRE FARMS THE GOOD EGG PEOPLE and Design (white background, red rooster)	United States	4,650,040	02-Dec-2014
Rose Acre Farms, Inc.	ROSE ACRE FARMS THE GOOD EGG	United States	4,682,955	03-Feb-2015

	PEOPLE and Design (white background, red rooster)			
Rose Acre Farms, Inc.	ROSE ACRES and Design	United States	5,867,820	24-Sep-2019
Rose Acre Farms, Inc.	THE GOOD EGG COOP	United States	4,942,792	19-Apr-2016
Rose Acre Farms, Inc.	THE GOOD EGG PEOPLE	United States	1,237,533	10-May-1983
Rose Acre Farms, Inc.	VITA-D	United States	3,309,582	09-Oct-2007

Trademark Applications

Grantor	Country	Trademark Application	Application Serial No.	Application Filing Date
None.				