

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM629749

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association, as Collateral Agent		03/03/2021	national association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Simmons Foods, Inc.		
Street Address:	601 North Hico St.		
City:	Siloam Springs		
State/Country:	ARKANSAS		
Postal Code:	72761		
Entity Type:	Corporation: ARKANSAS		
Name:	Simmons Prepared Foods, Inc.		
Street Address:	601 North Hico St.		
City:	Siloam Springs		
State/Country:	ARKANSAS		
Postal Code:	72761		
Entity Type:	Corporation: ARKANSAS		
Name:	Simmons Pet Food, Inc.		
Street Address:	601 North Hico St.		
City:	Siloam Springs		
State/Country:	ARKANSAS		
Postal Code:	72761		
Entity Type:	Corporation: ARKANSAS		
Name:	Simmons Feed Ingredients, Inc.		
Street Address:	601 North Hico St.		
City:	Siloam Springs		
State/Country:	ARKANSAS		
Postal Code:	72761		
Entity Type:	Corporation: ARKANSAS		
PROPERTY NUMBERS Total: 40			

OP \$1015.00 2445829

Property Type	Number	Word Mark
Registration Number:	2445829	SIMMONS
Registration Number:	2354345	SIMMONS
Registration Number:	3560136	WAFEER
Registration Number:	0616316	CADILLAC
Registration Number:	3314091	HEALTHY BY DESIGN
Registration Number:	2704822	FIT & ACTIVE
Registration Number:	3463169	STRONGHEART
Registration Number:	3441569	HEALTHY BY DESIGN
Registration Number:	4574441	HUSKY
Registration Number:	4517258	POINTER
Registration Number:	4461800	TWIN PET
Registration Number:	4533682	TONY
Registration Number:	4574878	KITTY
Registration Number:	4533730	KAM
Registration Number:	4533729	VIGO
Registration Number:	5341886	STRONGHEART DOG FOOD
Registration Number:	5475007	HEALTHY BY DESIGN
Registration Number:	3253193	BLUE RIBBON
Registration Number:	2228494	SAGER CREEK FARMS
Registration Number:	0640432	TOWN & COUNTRY
Registration Number:	0979508	MENU MAKER
Registration Number:	0829553	TOWN & COUNTRY
Registration Number:	0701087	TOWN & COUNTRY
Registration Number:	3765598	NO-BONES
Registration Number:	4299359	MAD
Registration Number:	4444636	MAD WYNGZ
Registration Number:	4868296	READYCHEFGO!
Registration Number:	4875821	READY CHEF GO!
Registration Number:	4908290	SIMMONS SIGNATURE
Registration Number:	4908289	SIMMONS SIGNATURE
Registration Number:	5134195	CLEVER CHEF
Registration Number:	5134194	CLEVER CHEF
Registration Number:	4397455	PRO*TEMP
Registration Number:	3922507	TOP TURKEY
Registration Number:	4564687	PRO*GEL
Registration Number:	4669698	PRO*CAL
Registration Number:	5521970	SIMMONS
Registration Number:	5643886	SIMMONS

Property Type	Number	Word Mark
Registration Number:	5596146	SIMMONS
Registration Number:	5728199	SIMMONS

CORRESPONDENCE DATA

Fax Number: 3128637287

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: 3128637267

Email: jaclyn.digrande@goldbergkohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 E Monroe St., Ste 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.354
NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	03/04/2021

Total Attachments: 6

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TERMINATION OF TRADEMARK SECURITY AGREEMENTS

This Termination of Trademark Security Agreements (this "Termination"), is dated as of March 3, 2021, by and among the Grantors listed on the signature pages hereof (collectively, the "Grantors" and each individually, a "Grantor"), and Wilmington Trust, National Association, in its capacity as collateral agent under that certain Indenture dated as of July 18, 2018, referenced in the Security Agreement (as defined below) (the "Collateral Agent").

WHEREAS, pursuant to the terms and conditions of (i) the Security Agreement, dated as of July 18, 2018, among the Grantors, the other grantors party thereto, and the Collateral Agent (as amended from time to time, the "Security Agreement") and (ii) the (x) Trademark Security Agreement, dated as of July 18, 2018, by and among the Grantors and Collateral Agent (as amended from time to time, the "TM1 Security Agreement") and recorded with the U.S. Patent and Trademark Office on July 18, 2018 at Trademark Reel 006411 and Frame 0480, as amended by the TM1 Security Agreement amendment recorded with the U.S. Patent and Trademark Office on January 23, 2019 at Trademark Reel 006533 and Frame 0244, and as amended by the TM1 Security Agreement amendment recorded with the U.S. Patent and Trademark Office on May 16, 2019 at Trademark Reel 006647 and Frame 0244 and (y) Trademark Security Agreement, dated as of December 20, 2018, by and among the Grantors and Collateral Agent (the "TM2 Security Agreement" and, together with the TM1 Security Agreement, the "TM Security Agreements") recorded with the U.S. Patent and Trademark Office on January 23, 2019 at Trademark Reel 006533 and Frame 0228, each Grantor granted to the Collateral Agent a security interest in, and a lien upon, all of such Grantor's right, title and interest in and to, among other things, the Trademark Collateral (as such term is defined in each of the TM Security Agreements), including the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith set forth on Schedule I attached hereto.

WHEREAS, the Collateral Agent has agreed to terminate and release its security interest and all of its right, title and interest in each of the Trademark Collateral as herein provided.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement and the TM Security Agreements, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent and the Grantors hereby agree as follows:

1. Release and Assignment. The Collateral Agent hereby terminates and releases its security interest in and second priority lien on all of the Trademark Collateral, and the Collateral Agent hereby assigns and transfers to each Grantor, without recourse, all of the Collateral Agent's right, title and interest, if any, in and to each of the Trademark Collateral of such Grantor and the related trademark registrations and goodwill, effective as of the date set forth above. The Collateral Agent hereby terminates the TM Security Agreements.

2. Acknowledgment and Acceptance. Each Grantor hereby acknowledges and accepts the foregoing release and assignment by the Collateral Agent.

3. Counterparts. This Termination may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this release by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Termination. Any party delivering an executed counterpart of this Termination by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Termination.

4. No Other Releases. For the avoidance of doubt, this Termination solely pertains to the Security Agreement and TM Security Agreements referenced and defined herein and does not constitute a release by Wilmington Trust, National Association of any other liens or security interests held by it in any other capacity or otherwise now or hereafter on file in favor of Wilmington Trust, National Association in any capacity with the United States Patent and Trademark Office.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this Termination as of the date first set forth above.

GRANTORS:

SIMMONS FOODS, INC.,
(successor-by-merger to Simmons Energy
Solutions, Inc.), an Arkansas corporation

By: Kerry L. Hairston I
Name: Kerry L. Hairston I
Title: Senior Vice President of Finance and Treasurer

SIMMONS PREPARED FOODS, INC.,
an Arkansas corporation and successor-by-merger
to Simmons Custom Processing, Inc

By: Kerry L. Hairston I
Name: Kerry L. Hairston I
Title: Senior Vice President of Finance and Treasurer

SIMMONS PET FOOD, INC.,
(successor-by-merger to Simmons Pet Foods NJ, Inc.,
formerly known as Menu Foods, Inc.),
an Arkansas corporation

By: Kerry L. Hairston I
Name: Kerry L. Hairston I
Title: Senior Vice President of Finance and Treasurer

SIMMONS FEED INGREDIENTS, INC.,
an Arkansas corporation and successor-by-merger
to Pro*Cal, Inc.

By: Kerry L. Hairston I
Name: Kerry L. Hairston I
Title: Senior Vice President of Finance and Treasurer

COLLATERAL AGENT:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: *Sarah Vilhauer*
Name: Sarah Vilhauer
Title: Banking Officer

[Signature Page Termination of Trademark Security Agreement]

TRADEMARK
REEL: 007210 FRAME: 0207

SCHEDULE I

Reel/Frame 6411/0480

Trademark Registrations

Owner	Registration #	Trademark
Simmons Foods, Inc.	2445829	Simmons
Simmons Foods, Inc.	2354345	Simmons
Simmons Foods, Inc.	3560136	Wafeer
Simmons Pet Food, Inc. ¹	0616316	Cadillac
Simmons Pet Food, Inc.	3314091	Healthy by Design
Simmons Pet Food, Inc.	2704822	Fit & Active
Simmons Pet Food, Inc.	3463169	Strongheart
Simmons Pet Food, Inc.	3441569	Healthy by Design
Simmons Pet Food, Inc.	4574441	Husky
Simmons Pet Food, Inc.	4517258	Pointer
Simmons Pet Food, Inc.	4461800	Twin Pet
Simmons Pet Food, Inc.	4533682	Tony
Simmons Pet Food, Inc.	4574878	Kitty
Simmons Pet Food, Inc.	4533730	KAM
Simmons Pet Food, Inc.	4533729	Vigo
Simmons Pet Food, Inc.	5341886	Strongheart Dog Food and Design
Simmons Pet Food, Inc.	5475007	Healthy by Design and design
Simmons Prepared Foods, Inc.	3253193	Blue Ribbon
Simmons Prepared Foods, Inc.	2228494	Sager Creek Farms
Simmons Prepared Foods, Inc.	0640432	Town & Country
Simmons Prepared Foods, Inc.	0979508	Menu Maker
Simmons Prepared Foods, Inc.	0829553	Town & Country
Simmons Prepared Foods, Inc.	0701087	Town & Country
Simmons Prepared Foods, Inc.	3765598	No-Bones
Simmons Prepared Foods, Inc.	4299359	Mad
Simmons Prepared Foods, Inc.	4444636	Mad Wyngz
Simmons Prepared Foods, Inc.	4868296	ReadyChefGo!
Simmons Prepared Foods, Inc.	4875821	ReadyChefGo! and design
Simmons Prepared Foods, Inc.	4908290	Simmons Signature (stylized)
Simmons Prepared Foods, Inc.	4908289	Simmons Signature

¹ Record owner name Menu Foods, Inc.

Owner	Registration #	Trademark
Simmons Prepared Foods, Inc.	5134195	Clever Chef
Simmons Prepared Foods, Inc.	5134194	Clever Chef and design
Simmons Feed Ingredients, Inc.	4397455	Pro*Temp
Simmons Feed Ingredients, Inc.	3922507	Top Turkey
Simmons Feed Ingredients, Inc.	4564687	Pro*Gel
Simmons Feed Ingredients, Inc.	4669698	Pro*Cal
Simmons Foods, Inc.	5521970	Simmons (stylized)

Reel/Frame 6533/0244

Trademark Registrations

Owner	Registration #	Trademark
Simmons Feed Ingredients, Inc.	5643886	Simmons (stylized)

Reel/Frame 6533/0228

Trademark Registrations

Owner	Registration #	Trademark
Simmons Foods, Inc. ²	5596146	Simmons (stylized)

Reel/Frame 6647/0244

Trademark Registrations

Owner	Registration #	Trademark
Simmons Pet Food, Inc.	5728199	Simmons (stylized)

² Record owner name Simmons Energy Solutions, Inc.