

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM633438

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement
RESUBMIT DOCUMENT ID:	900600113

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Consolidated Catfish Producers, LLC		02/25/2021	Limited Liability Company: DELAWARE
Consolidated Catfish Companies, LLC		02/25/2021	Limited Liability Company: MISSISSIPPI
Consolidated Catfish Processors, LLC		02/25/2021	Limited Liability Company: MISSISSIPPI
Delta Pride Catfish, Inc.		02/25/2021	Corporation: MISSISSIPPI
Chill Water Express, LLC		02/25/2021	Limited Liability Company: MISSISSIPPI

RECEIVING PARTY DATA

Name:	White Oak Commercial Finance, LLC
Street Address:	4777 Sharon Road, Suite 510
City:	Charlotee
State/Country:	NORTH CAROLINA
Postal Code:	28210
Entity Type:	Limited Liability Company: NORTH CAROLINA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1214234	DELTA PRIDE
Registration Number:	2774929	DELTA PRIDE U.S. FARM-RAISED CATFISH
Registration Number:	2957484	
Registration Number:	2760490	AMERICA'S PREMIUM FARM-RAISED CATFISH
Registration Number:	2728698	COUNTRY SELECT CATFISH
Registration Number:	2559724	COUNTRY SELECT

CORRESPONDENCE DATA

Fax Number: 6175236850

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: 617-523-2700

Email: susan.dinicola@hklaw.com, michelle.diaz@hklaw.com

TRADEMARK

Correspondent Name: Holland & Knight LLP
Address Line 1: 10 St. James Avenue
Address Line 4: Boston, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER: 156870.00023

NAME OF SUBMITTER: Susan C. DiNicola

SIGNATURE: /Susan C. DiNicola/

DATE SIGNED: 03/22/2021

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement") is made this 25th day of February, 2021, between White Oak Commercial Finance, LLC ("Lender") and Consolidated Catfish Producers, LLC, a Delaware limited liability company (the "Borrower"), Consolidated Catfish Companies, LLC, a Mississippi limited liability company ("CCC"), Consolidated Catfish Processors LLC, a Mississippi limited liability company ("Processors"), Delta Pride Catfish Inc., a Mississippi corporation ("DPC") and Chill Water Express LLC, a Mississippi limited liability company ("Chill Water," together with Borrower, CCC, Processors and DPC are sometimes collectively referred to as the "Loan Parties" or individually referred to as a "Loan Party").

Recitals:

The Borrower desires to obtain loans and other financial accommodations from Lender pursuant to that certain Loan and Security Agreement dated as of February 25, 2021, (as at any time amended, the "Loan Agreement ") by and between the Loan Parties and Lender.

Lender is willing to make loans and other financial accommodations to the Borrower from time to time pursuant to the terms of the Loan Agreement provided that the Loan Parties execute this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Loan Parties hereby agree with Lender as follows:

1. Definitions. Capitalized terms used herein (including those used in the Recitals hereto) shall have the meanings ascribed to them in the Loan Agreement. In addition, the following terms shall have the meanings set forth below:

"Copyrights" shall mean the entire right, title and interest of each Loan Party in and to the copyrights listed on Exhibit A hereto (as the same may be amended from time to time); all continuations, renewals and extensions thereof; all proceeds thereof; the right to sue for past, present and future infringements thereof; and all rights corresponding thereto throughout the world.

"Full Payment" shall mean full and final payment of the Obligations and termination of the Obligations of the Lender to extend credit facilities under the Loan Agreement.

"Material Infringement" shall mean an infringement by a third party that any Loan Party reasonably determines could cause any Loan Party a material loss of revenue or the incurrence of a material cost or expense.

"Trademarks" shall mean the entire right, title and interest of any Loan Party in and to the trademarks and service marks listed on Exhibit B hereto (as the same may be amended from time to time); all continuations, renewals and extensions thereof; the goodwill of any Loan Party's business associated therewith; all proceeds thereof; the right to sue for past, present and future infringements thereof; and all rights corresponding thereto throughout the world.

"UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of New York.

2. Grant of Security Interest. To secure the prompt payment and performance of all of the Obligations, each Loan Party hereby grants, assigns and pledges to Lender a continuing security interest in and Lien upon the Copyrights and Trademarks.

3. Representations, Warranties and Agreements. Each Loan Party represents, warrants and agrees that:

(a) Each Copyright and Trademark is subsisting, has not been adjudged invalid or unenforceable, and is not subject to any infringement of which any officer of any Loan Party has actual knowledge;

(b) The applicable Loan Party has, and will continue to have, absolute and exclusive title to each Copyright and Trademark free and clear of any Liens other than Permitted Liens;

(c) Each Loan Party has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Copyrights and Trademarks and has made, and will continue to make, all appropriate filings with the Library of Congress, the United States Patent and Trademark Office and any other appropriate filing office in order to maintain protection with respect to each Copyright and Trademark;

(d) Until Full Payment has been made, no Loan Party shall enter into any license agreement relating to any Copyright or Trademark with any Person, except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of the Loan Parties in the regular and ordinary course of the Loan Parties' business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with the Loan Parties' Obligations under this Agreement;

(e) Each Loan Party shall use its commercially reasonable efforts to detect any infringement of any Copyright or Trademark and shall notify Lender in writing of any Material Infringement detected;

(f) No Loan Party shall abandon any Copyright or Trademark without the prior written consent of Lender, unless the Loan Parties have reasonably determined that such Copyright or Trademark is no longer material to the conduct of their businesses; and

(g) Each Loan Party has the unqualified right to enter into and perform this Agreement.

4. Additional Copyrights or Trademarks. If, before Full Payment has been made, any Loan Party obtains rights to, or becomes entitled to the benefit of, (i) any copyrights not listed on Exhibit A hereto or (ii) any trademarks not listed on Exhibit B hereto, the provisions of Section 2 hereof shall automatically apply thereto, and each Loan Party shall give to Lender prompt notice thereof in writing. Furthermore, each Loan Party irrevocably authorizes and empowers Lender to modify this Agreement at any time by amending Exhibit A and Exhibit B, as appropriate, to include any copyrights or trademarks which such Loan Party gains ownership or control of after the date hereof.

5. Lender's Rights and Remedies. At any time that (i) an Event of Default exists, (ii) any representation or warranty set forth in Section 3 becomes false or (iii) any covenant set forth in Section 3

is not observed by any Loan Party (collectively, the "Triggering Events"), Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any of its rights or remedies under the Loan Agreement or the other Loan Documents.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of any or all of the Copyrights and Trademarks.

(c) Lender may enforce the Copyrights and the Trademarks and any license relating to the Trademarks. If Lender shall commence any action for such enforcement, each Loan Party shall, at the request of Lender, do any lawful acts and execute any proper documents requested by Lender in aid of such enforcement.

All of Lender's rights and remedies with respect to the Copyrights and Trademarks, whether established by this Agreement or any of the other Loan Documents or by applicable law, shall be cumulative and may be exercised singularly or concurrently.

6. Power of Attorney. Each Loan Party hereby makes, constitutes and appoints Lender or Lender's delegate as such Loan Parties' true and lawful attorney-in-fact, with full power to do any or all of the following at any time that a Triggering Event exists: (a) endorse such Loan Parties' name on all applications, documents, papers and instruments necessary for Lender to use or continue the maintenance or existence of any of the Copyrights or Trademarks; (b) grant or issue any exclusive or nonexclusive license with respect to any Copyrights or Trademarks to any other Person; and (c) assign, pledge, convey or otherwise transfer title in or dispose of any of the Copyrights or Trademarks to any other Person. Each Loan Party hereby ratifies all that Lender, in its capacity as the Loan Parties' attorney-in-fact, shall lawfully do or cause to be done by virtue of this Section 6. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment has been made.

7. Limitation of Lender's Obligations. Lender shall have no duty or obligation at any time to protect or preserve any of the Copyrights or Trademarks.

8. Costs and Expenses. The Loan Parties shall jointly and severally pay **on demand** all costs and expenses (including, without limitation, reasonable and actual attorneys' fees and disbursements) incurred by Lender in the preparation of this Agreement or any related documents or incurred by Lender in connection with Lender's taking action under Sections 5 and 6 hereof, or, if any such cost or expense is paid by Lender in its sole discretion, The Loan Parties shall jointly and severally reimburse Lender **on demand** (and, until so paid, such amount shall be added to the principal amount of the Obligations and shall bear interest under the terms of the Loan Agreement).

9. No Waiver. No course of dealing between any Loan Party and Lender, nor any failure by Lender to exercise, nor any delay in exercising, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver of any such right, power or privilege. The partial exercise of any right, power or privilege of Lender's shall not preclude any future exercise of such right, power or privilege or the exercise of any other right, power or privilege.

10. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable, in whole or in part, in any jurisdiction, the same shall be deemed severed herefrom and shall not in any manner affect such clause or provisions in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

11. Merger and Modification. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether express or implied, oral or written. This Agreement is subject to modification only by writing signed by the parties, except as specifically provided in Section 4 hereof.

12. Successor and Assigns; Assignment by the Loan Parties. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors and permitted assigns of any Loan Party. No Loan Party shall assign its rights or delegate its rights or assign its duties hereunder without the prior written consent of Lender, which consent shall not be unreasonably withheld, delayed or conditioned.

13. Notice of Acceptance. Each Loan Party hereby waives notice of Lender's acceptance hereof.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

15. Waiver of Trial by Jury. To the fullest extent permitted by applicable law, the Loan Parties and Lender each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement, the Copyrights or the Trademarks.

[Signatures commence on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal on the day and year first written above.

CONSOLIDATED CATFISH PRODUCERS, LLC

By: [Signature]
Name: Arnell Williams
Title: CEO

CONSOLIDATED CATFISH COMPANIES, LLC

By: [Signature]
Name: Richard Stevens
Title: CEO

DELTA PRIDE CATFISH, INC.

By: [Signature]
Name: Frank Allen
Title: CEO

CHILL WATER EXPRESS, LLC

By: [Signature]
Name: Debra Williams
Title: CEO

CONSOLIDATED CATFISH PROCESSORS, LLC

By: [Signature]
Name: Richard Stevens
Title: CEO

Accepted:

WHITE OAK COMMERCIAL FINANCE
("Lender")

By: *Neal Muldowney*
Name: NEAL MULDOWNEY
Title: CEO

Intellectual Property Security Agreement



EXHIBIT A

Copyrights

Description of Copyright	Registration Number	Registration Date
Cultivating the waters. PA 817-776	USCOPYRIGHT V 00356681300000	
Cultivating the waters.	USCOPYRIGHT PA 000817776	October 31, 1996

EXHIBIT B

Trademarks

Description of Trademark	Federal Registration Number	Registration Date
DELTA PRIDE	FEDTM 1214234	October 26, 1982
	FEDTM 2774929	October 21, 2003
	FEDTM 2957484	May 31, 2005
AMERICA'S PREMIUM FARM-RAISED C	FEDTM 2760490	September 02, 2003
	FEDTM 2728698	June 24, 2003
COUNTRY SELECT	FEDTM 2559724	April 9, 2002