

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM654344

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Foster Poultry Farms		06/14/2021	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American AgCredit, PCA, as Collateral Agent		
<b>Street Address:</b>	2140 Professional Drive, Suite 110		
<b>City:</b>	Roseville		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95661		
<b>Entity Type:</b>	production credit association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 38</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2787295	COASTAL RANGE ORGANICS	
<b>Registration Number:</b>	6252001	CRISPY GO STIX	
<b>Registration Number:</b>	6285054	DELI TOPPERS	
<b>Registration Number:</b>	2426450	EL EXTREMO	
<b>Registration Number:</b>	4068324	EL EXTREMO	
<b>Registration Number:</b>	1378334	EM-U-EN	
<b>Registration Number:</b>	6213110	FARM & GARDEN	
<b>Registration Number:</b>	2542438	FERNANDO'S	
<b>Registration Number:</b>	3982780	FERNANDO'S	
<b>Registration Number:</b>	3979634	FERNANDO'S	
<b>Registration Number:</b>	4539219	FERNANDO'S NEW TASTE OF TRADITION	
<b>Registration Number:</b>	3254042	FIESTA STIX	
<b>Registration Number:</b>	2453186	FIESTA SUPREME	
<b>Registration Number:</b>	2201123	FIRCREST FARMS	
<b>Registration Number:</b>	1801370	FOSPRO	
<b>Registration Number:</b>	2133791	FOSTER FARMS	
<b>Registration Number:</b>	3421400	FOSTER FARMS	
<b>Registration Number:</b>	1475175	FOSTER FARMS	
<b>Registration Number:</b>	1214225	FOSTER FARMS	

OP \$965.00 2787295

Property Type	Number	Word Mark
Registration Number:	4875716	FOSTER FARMS FAMILY OWNED SINCE 1939
Registration Number:	4130818	FOSTER FARMS TURKEY. THE CLOSEST TO HOME
Registration Number:	4227806	GRAB WRAPS
Registration Number:	3503012	NATURE TECH
Registration Number:	4833661	NATURE'S RIDGE
Registration Number:	3027382	ORGANIC FARMS
Registration Number:	1376451	ORGANIC FARMS
Registration Number:	2322139	PANCAKE WRAPS
Registration Number:	2557015	POP DOGS
Registration Number:	5596837	REDISCOVER TURKEY
Registration Number:	5005364	SAUTÉ READY
Registration Number:	5067901	SIMPLY RAISED
Registration Number:	2786654	SO NATURAL YOU CAN TASTE IT
Registration Number:	4516926	TAHIR
Serial Number:	90666676	TAKE OUT CRISPY WINGS
Registration Number:	2078731	THE FOSTER IMPOSTERS
Registration Number:	1473357	TURKEY PICNIC
Registration Number:	0740300	VALBEST
Registration Number:	2023145	VALCHRIS FARMS

**CORRESPONDENCE DATA**

Fax Number: 7044448857

*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: 7043432000

Email: twitcher@mcguirewoods.com

Correspondent Name: Terry L. Witcher, Senior Paralegal

Address Line 1: McGuireWoods LLP

Address Line 2: 201 N. Tryon Street, Suite 3000

Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Terry L. Witcher
SIGNATURE:	/s/ Terry L. Witcher
DATE SIGNED:	06/16/2021

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this “Agreement”) dated as of June 14, 2021 by and between FOSTER POULTRY FARMS, a California corporation (the “Grantor”), having its chief executive office at 1000 Davis Street, Livingston, California 95334, and AMERICAN AGCREDIT, PCA, as Collateral Agent (in such capacity, the “Collateral Agent”), with offices at 400 Aviation Blvd., Suite 100, Santa Rosa, California 95403, for the ratable benefit of the Secured Parties.

This Agreement is executed pursuant to the terms of (a) that certain Amended and Restated Credit Agreement, dated as of April 27, 2017 (as amended, restated or otherwise modified from time to time, the “Revolving Credit Agreement”), by and among Foster Poultry Farms, a California corporation (“Foster Poultry”), Foster Farms, LLC, a California limited liability company (“Foster Farms”; and together with Foster Poultry, collectively, the “Companies”), as borrowers, the lenders party thereto from time to time (the “Revolving Lenders”), and Wells Fargo Bank, National Association, as administrative agent for such Revolving Lenders (in such capacity, the “Revolving Agent”), (b) that certain Fifth Amended and Restated Credit Agreement, dated as of July 24, 2020 (as amended, restated or otherwise modified from time to time, the “Term Credit Agreement”, and, together with the Revolving Credit Agreement, the “Credit Agreements”), by and among the Companies, as borrowers, the lenders party thereto from time to time (the “Term Lenders”, and, together with the Revolving Lenders, the “Lenders”), and American AgCredit, PCA, as administrative agent for such Term Lenders (in such capacity, the “Term Agent”) and (c) the Collateral Agreement dated as of June 14, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) executed by the Companies and certain Subsidiaries of the Companies in favor of the Collateral Agent, for the ratable benefit of the Secured Parties. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Collateral Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) (A) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under applicable law a “Statement of Use” or “Amendment to Allege Use”), including, without limitation, each Trademark listed on Schedule A; (B) all amendments, reissues, extensions or renewals thereof; and (C) all Goodwill associated with or symbolized by any of the foregoing, now or hereafter existing, created, generated, acquired, or held (collectively, the “Trademarks”);

(ii) each Trademark license, and other agreements for the grant by or to such Grantor of any right to use any items of the type referred to in clause (i) above (each a

“Trademark License”) and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or under any Trademark licensed under any Trademark License, (b) injury to the goodwill associated with any Trademark or (c) breach or enforcement of any Trademark License, with the right, but not the obligation, to sue for and to collect such damages for said use or infringement of the intellectual property rights identified above; and

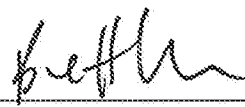
(iv) all products and proceeds of the foregoing, including license royalties, proceeds of infringement suits, and all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of the Collateral Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

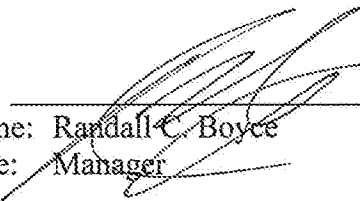
[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

**FOSTER POULTRY FARMS**, a California corporation, as Grantor

By:   
Name: Brett Kirkham  
Title: Chief Financial Officer

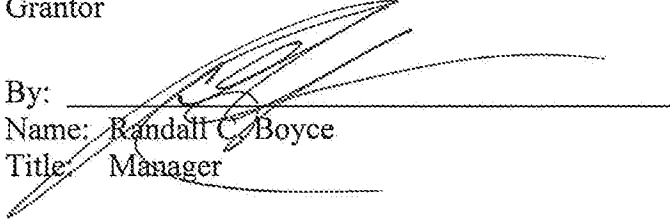
**FOSTER FARMS, LLC**, a California limited liability company, as Grantor

By:   
Name: Randall C. Boyce  
Title: Manager

**NAPOLEON POULTRY SUPPLY LLC**, a Delaware limited liability company, as Grantor

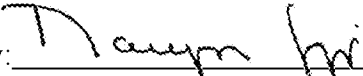
By:   
Name: Randall C. Boyce  
Title: Manager

**SOUTHERN HOSPITALITY MARKETING LLC**, a Delaware limited liability company, as Grantor

By:   
Name: Randall C. Boyce  
Title: Manager

Agreed and Accepted:

**AMERICAN AGCREDIT, PCA,**  
as Collateral Agent

By:  \_\_\_\_\_

Name: Maryam Ghazi

Title: Credit Resolution & Collateral Evaluation Executive

Schedule A to Trademark Security Agreement

TRADEMARKS

Owner/Grantor	Mark/Mark Name	Status	Application No.	Registration No.	Country/Jurisdiction
Foster Poultry Farms	COASTAL RANGE ORGANICS	Registered/Granted	76/389453	2787295	United States
Foster Poultry Farms	Crispy Go Stix!	Registered/Granted	88/346,879	6,252,001	United States
Foster Poultry Farms	DELI TOPPERS	Registered/Granted	88/620,370	6,285,054	United States
Foster Poultry Farms	EL EXTREMO	Registered/Granted	75/787,280	2,426,450	United States
Foster Poultry Farms	EL EXTREMO (STYLIZED)	Registered/Granted	85/125,333	4,068,324	United States
Foster Poultry Farms	EM-U-EN	Registered/Granted	73/512645	1378334	United States
Foster Poultry Farms	FARM & GARDEN	Registered/Granted	88/978,909	6,213,110	United States
Foster Poultry Farms	FERNANDO'S	Registered/Granted	76/047,713	2,542,438	United States
Foster Poultry Farms	FERNANDO'S	Registered/Granted	85/140,173	3,982,780	United States
Foster Poultry Farms	FERNANDO'S & DESIGN	Registered/Granted	85/125,329	3,979,634	United States
Foster Poultry Farms	FERNANDO'S NEW TASTE OF TRADITION	Registered/Granted	85/847,141	4,539,219	United States
Foster Poultry Farms	FIESTA STIX	Registered/Granted	76/606439	3254042	United States
Foster Poultry Farms	FIESTA SUPREME	Registered/Granted	76/051,505	2,453,186	United States



Foster Poultry Farms	FIRCREST FARMS	Registered/Granted	T31494	T31494	Oregon
Foster Poultry Farms	FIRCREST FARMS	Registered/Granted	75/292,475	2,201,123	United States
Foster Poultry Farms	FOSPRO	Registered/Granted	74/156257	1801370	United States
Foster Poultry Farms	FOSTER FARMS	Registered/Granted	61263	61263	California
Foster Poultry Farms	FOSTER FARMS	Registered/Granted	75/105036	2133791	United States
Foster Poultry Farms	FOSTER FARMS & DESIGN RECTANGLE (COLOR)	Registered/Granted	77/096190	3421400	United States
Foster Poultry Farms	FOSTER FARMS (BLOCK LETTERS)	Registered/Granted	73/662605	1475175	United States
Foster Poultry Farms	FOSTER FARMS (BLOCK LETTERS)	Registered/Granted	73/254190	1214225	United States
Foster Poultry Farms	FOSTER FARMS FAMILY OWNED SINCE 1939 (Stylized)	Registered/Granted	86/464,304	4,875,716	United States
Foster Poultry Farms	FOSTER FARMS TURKEY. THE CLOSEST TO HOME & DESIGN	Registered/Granted	85/301168	4130818	United States
Foster Poultry Farms	GRAB WRAPS	Registered/Granted	85/511,431	4,227,806	United States
Foster Poultry Farms	NATURE TECH	Registered/Granted	78/698,815	3,503,012	United States
Foster Poultry Farms	NATURE'S RIDGE	Registered/Granted	86/488,429	4,833,661	United States
Foster Poultry Farms	ORGANIC FARMS	Registered/Granted	78/438,943	3027382	United States
Foster Poultry Farms	ORGANIC FARMS	Registered/Granted	73/413,933	1376451	United States
Foster Poultry Farms	PANCAKE WRAPS	Registered/Granted	75/306,215	2,322,139	United States
Foster Poultry Farms	POP DOGS	Registered/Granted	75/932,469	2,557,015	United States

Foster Poultry Farms	REDISCOVER TURKEY	Registered/Granted	87/555,467	5,596,837	United States
Foster Poultry Farms	SAUTE READY	Registered/Granted	86/845610	5005364	United States
Foster Poultry Farms	SIMPLY RAISED	Registered/Granted	86/944,150	5,067,901	United States
Foster Poultry Farms	SO NATURAL YOU CAN TASTE IT	Registered/Granted	78/204773	2786654	United States
Foster Poultry Farms	TAHIR	Registered/Granted	85/573,619	4,516,926	United States
Foster Poultry Farms	TAKE OUT CRISPY WINGS	Pending	90/666,676		United States
Foster Poultry Farms	THE FOSTER IMPOSTERS	Registered/Granted	75/056285	2078731	United States
Foster Poultry Farms	TURKEY PICNIC	Registered/Granted	83549	83549	California
Foster Poultry Farms	TURKEY PICNIC	Registered/Granted	73/630,168	1,473,357	United States
Foster Poultry Farms	VALBEST	Registered/Granted	72/126369	740300	United States
Foster Poultry Farms	VALCHRIS	Registered/Granted	30994	30994	California
Foster Poultry Farms	VALCHRIS	Registered/Granted	41775	19336 Fk/a 41775	California
Foster Poultry Farms	VALCHRIS FARMS	Registered/Granted	74/686684	2023145	United States