TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM671148

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Holten Meat, Inc.		08/12/2021	Corporation: ILLINOIS
Rochester Meat Company	FORMERLY New Rochester Meat Company	08/12/2021	Corporation: ILLINOIS
Rochester Steak Company		08/12/2021	Corporation: ILLINOIS
Huisken Meat Company	FORMERLY New Huisken Meat Company	08/12/2021	Corporation: ILLINOIS
Huisken Land, LLC		08/12/2021	Limited Liability Company: MISSOURI
Rochester Freezer, LLC		08/12/2021	Limited Liability Company: MISSOURI
Rochester Meat Land, LLC		08/12/2021	Limited Liability Company: MISSOURI

RECEIVING PARTY DATA

Name:	U.S. Bank National Association		
Street Address:	10 North Hanley Road (SL-MO-CTCS)		
City:	Clayton		
State/Country:	te/Country: MISSOURI		
Postal Code:	Postal Code: 63105		
Entity Type:	National Banking Association: UNITED STATES		

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark	
Registration Number:	1962738	HUISKEN	
Serial Number:	90342485	HOLTEN'S	
Registration Number:	2521198	CLAIM TO FAME	
Registration Number:	2738927	TNJ	
Registration Number:	3653606	THICK N JUICY	
Registration Number:	1910285	THICK N JUICY	
Registration Number:	1629299	EXTRA VALUE MEATS	
Registration Number:	4921232	HOLTEN MEATS	
Registration Number:	4786758	THICK N JUICY	

TRADEMARK **REEL: 007408 FRAME: 0033**

900640201

Property Type	Number	Word Mark
Registration Number:	5832157	PREMIUM BLENDED BURGERS BY THE CLOUD
Registration Number:	5276337	STRATOS
Registration Number:	2338856	THE THUNDER CLOUD
Registration Number:	2044356	THE CLOUD
Registration Number:	2457165	PORTION CLASSICS

CORRESPONDENCE DATA

Fax Number: 3146673633

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: 314-552-6077

Email: ipdocket@thompsoncoburn.com

Correspondent Name: Shoko Naruo

Address Line 1: Thompson Coburn LLP Address Line 2: One US Bank Plaza

Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	299-69400
NAME OF SUBMITTER:	Shoko Naruo
SIGNATURE:	/Shoko Naruo/
DATE SIGNED:	08/30/2021

Total Attachments: 13

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AMENDED AND RESTATED PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

THIS AMENDED AND RESTATED PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Agreement") is made and entered into as of August 12, 2021 (the "Effective Date"), by HOLTEN MEAT, INC., an Illinois corporation, ROCHESTER MEAT COMPANY, formerly known as New Rochester Meat Company, an Illinois corporation, ROCHESTER STEAK COMPANY, an Illinois corporation, HUISKEN MEAT COMPANY, formerly known as New Huisken Meat Company, an Illinois corporation, HUISKEN LAND, LLC, a Missouri limited liability company, ROCHESTER MEAT LAND, LLC, a Missouri limited liability company and ROCHESTER FREEZER, LLC, a Missouri limited liability company (each a "Debtor" and collectively, "Debtors"), in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Secured Party") under the Third Amended and Restated Loan Agreement dated as of the Effective Date, as the same may from time to time be amended, modified, extended, renewed or restated (the "Loan Agreement"; all capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Loan Agreement), and has reference to the following facts and circumstances:

- A. As a condition precedent to Secured Party entering into the Loan Agreement, and in order to secure, among other things, the present and future indebtedness, liabilities and obligations under the Amended and Restated Guaranty dated as of September 17, 2010, executed by Guarantors (defined therein) in favor of Secured Party (as so amended, restated, or replaced from time to time, the "Guaranty"), Secured Party required that Debtors execute and deliver this Agreement to
- B. In order to induce Secured Party to enter into the Loan Agreement, Debtors agreed to execute and deliver the Guaranty and this Agreement to Secured Party to secure, among other things, the present and future indebtedness, liabilities and obligations of Debtors to Secured Party under the Guaranty.
- C. This Agreement is being executed in connection with and in addition to the Amended and Restated Security Agreement dated as of September 17, 2010, as amended, executed by Debtors in favor of Secured Party pursuant to which Debtors granted to Secured Party a security interest in and lien on, among other things, all Accounts, Inventory, general intangibles, goods, machinery, equipment, books, records, goodwill, patents, patent applications, trademarks and trademark applications now owned or hereafter acquired by Debtors and all proceeds thereof.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtors jointly and severally covenant and agree with Secured Party as follows:

- I. Grant of Security Interest. For value received, each Debtors jointly and severally grants to Secured Party a security interest in and lien on all of each Debtor's right, title and interest in, to and under the following described property, whether now owned and existing or hereafter created, acquired or arising (collectively, the "Collateral"):
 - (a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and patent application listed on Schedule A, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and/or hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and patent applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");
 - (b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each mark and application listed on Schedule B, attached hereto and incorporated herein by reference, but excluding any intent-to-use trademark applications; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and/or hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are collectively referred to herein as the "Trademarks");

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- (c) the license(s) listed on <u>Schedule C</u> attached below by reference and all other license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name or trade style between each Debtor and any other Person, whether each Debtor is licensor or licensee (all of the forgoing license agreements and such Debtor's rights thereunder are hereinafter collectively referred to as the "Licenses");
- (d) the goodwill of such Debtor's business connected with and symbolized by the Trademarks; and
- (e) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b), (c) and (d) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b), (c) and (d) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of (i) any and all present and future Obligations, (ii) any and all present and future indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations, letter of credit reimbursement obligations and indemnity obligations) of each Debtor to Secured Party and/or any Lender evidenced by or arising under or in respect of this Agreement and/or any other Transaction Document (including the Guaranties) and (iii) any and all costs of collection, including, without limitation, reasonable attorneys' fees and expenses, incurred by Secured Party upon the occurrence of an Event of Default under this Agreement, in collecting or enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing on the Collateral under this Agreement or in representing Secured Party in connection with bankruptcy or insolvency proceedings (hereinafter collectively referred to as the "Secured Obligations").

- 2. Representations, Warranties and Covenants of Debtors. Debtors jointly and severally represent and warrant to Secured Party, and covenant and agree with Secured Party, that:
 - (a) all of the Patents, Trademarks and Licenses are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability;
 - (b) to the best of each Debtor's knowledge, each of the Patents, Trademarks and Licenses is valid and enforceable;
 - (c) (i) no claim has been made that the use of any of the Patents, Trademarks or Licenses does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks;
 - (d) each Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any and all liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by each Debtor not to sue third persons except for licenses granted in the ordinary course of business;
 - (e) each Debtor has the unqualified right, power and authority to enter into this Agreement and perform its terms;
 - (f) each Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of all material registered Patents and Trademarks;
 - (g) each Debtor has the exclusive, royalty-free right and license to use the Patents, Trademarks and Licenses and agrees not to transfer any rights or interest in any of the Patents, Trademarks and/or Licenses during the term of this Agreement except in the ordinary course of business or with the prior consent of Secured Party.; and
 - (h) each Debtor has no notice of any suits or actions commenced or threatened with reference to any of the Patents, Trademarks and/or Licenses.
- 3. <u>Inspection Rights: Product Quality.</u> Debtors will permit inspection of Debtors' facilities which manufacture, inspect or store products sold under any of the Patents, Trademarks and/or Licenses and inspection of the

products and records relating thereto by Secured Party and any Lender during normal business hours and at other reasonable times. Debtors will reimburse Secured Party upon demand for all costs and expenses incurred by Secured Party in connection with any such inspection conducted by Secured Party while any Default or Event of Default under the Loan Agreement has occurred and is continuing. A representative of a Debtor may be present during any such inspection, provided that a particular representative's availability or unavailability shall not inhibit or delay such inspection. Debtors jointly and severally agree (a) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices and (b) to provide Secured Party on Secured Party's reasonable request from time to time, with a certificate of any officer of a Debtor certifying such Debtor's compliance with the forgoing.

- 4. Further Assurances. Debtors jointly and severally agree that, until (a) all of the Secured Obligations shall have been paid in full, (b) Secured Party has no further commitment or obligation to make any Loans or advances or other extensions of credit to any Debtor under the Loan Agreement or otherwise and (c) the Loan Agreement has expired or been terminated in accordance with its terms, it will not, without the prior written consent of Secured Party, enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with each Debtor's obligations under this Agreement or the Loan Agreement and each Debtor agrees that it will not take any action or permit any action to be taken by other subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Secured Party under this Agreement. Debtors further agree that at any time and from time to time, at the expense of Debtors, Debtors will promptly execute and deliver to Secured Party any and all further instruments and documents and take any and all further action that Secured Party may request in good faith in order to perfect and protect the security interest granted hereby with respect to the Patents, Trademarks and Licenses or to enable Secured Party to exercise its rights and remedies under this Agreement with respect to the same.
- 5. Additional Patents, Trademarks and Licenses. If any Debtor (a) becomes aware of any existing Patents, Trademarks or Licenses of which each Debtor has not previously informed Secured Party, (b) obtains rights to any new patentable inventions, Patents, Trademarks and/or Licenses or (c) becomes entitled to the benefit of any Patents, Trademarks and/or Licenses which benefit is not in existence on the date of this Agreement, the provisions of this Agreement shall automatically apply thereto and Debtors shall give Secured Party prompt written notice thereof.
- 6. Modification by Secured Party. Each Debtor authorizes Secured Party to modify this Agreement by amending Schedules A, B, and/or C to include any future patents and patent applications, any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications, and any future licenses, covered by Sections 1 and 5 hereof, without the signature of any Debtor if permitted by applicable law.
- 7. <u>Use of Patents, Trademarks and Licenses</u>: So long as no Event of Default under the Loan Agreement has occurred and is continuing, each Debtor may use its Patents and Trademarks and exercise its rights under the Licenses in any lawful manner not inconsistent with this Agreement on and in connection with products sold or licensed by each Debtor, for each Debtor's own benefit and account or each Debtor's licensees' benefit and account and for none other.
- Event of Default. If any Event of Default occurrs and be continuing. Secured Party shall have, in addition 8. to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which any of the Patents, Trademarks and/or Licenses may be located and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to a Debtor, all of which are expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents, Trademarks (together with the goodwill of each Debtor associated therewith) and/or Licenses, or any interest which each Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks or Licenses all expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations in the order and manner as Secured Party may elect. Notice of any sale or other disposition of any of the Patents, Trademarks and/or Licenses of a Debtor shall be given to such Debtor at least ten (10) calendar days before the time of any intended public or private sale or other disposition of such Patents, Trademarks and/or Licenses is to be made, which such Debtor agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Secured Party or any holder of any of the Secured Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks and/or Licenses sold, free from any right of redemption on the part of such Debtor, which right is hereby waived and released. Debtors jointly and severally agree that upon the occurrence and continuance of any Event of Default, the use by Secured Party of Debtors' Patents, Trademarks and Licenses shall be worldwide, and without any liability for royalties or other related charges from Secured Party to Debtors. If an Event of Default occurs and be continuing, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce any and all of the Patents, Trademarks and Licenses, and, if Secured Party shall commence any such suit, the applicable Debtor shall, at the request of

Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement and such Debtor shall promptly, upon demand, reimburse and indemnify Secured Party for all costs and expenses incurred by Secured Party in the exercise of its rights under this Agreement. All of Secured Party's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby, by the Security Agreement or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

- Termination of Agreement. At such time as (a) Debtors shall pay all of the Secured Obligations in full, (b) no Letters of Credit shall remain outstanding, (c) Secured Party shall have no further commitment or obligation to make any Loans or advances or other extensions of credit to Borrower and/or any Debtor under the Loan Agreement or otherwise and (d) the Loan Agreement shall have expired or been terminated in accordance with its terms, this Agreement shall terminate and Secured Party shall execute and deliver to Debtors all instruments as may be necessary or proper to extinguish Secured Party's security interest therein, subject to any disposition thereof which may have been made by Secured Party pursuant to this Agreement.
- 10. Expenses. Any and all fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and expenses incurred by Secured Party 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 or other amounts in connection with protecting, maintaining or preserving the Patents, Trademarks and/or Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and/or Licenses, shall be borne and paid by each Debtor on demand by Secured Party and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at an annual rate per equal to the lesser of 2% over and above the Prime Rate (which interest rate shall fluctuate as and when the Prime Rate shall change) or the highest rate of interest allowed by law from the date incurred until reimbursed by Debtors.
- Preservation of Patents. Trademarks and Licenses. Debtors shall jointly and severally have the duty (a) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter, (b) to make application on unpatented but patentable inventions and on trademarks and service marks, as commercially reasonable and (c) to preserve and maintain all rights in the Patents, Trademarks and Licenses, as commercially reasonable. Any expenses incurred in connection with Debtors' obligations under this Section 11 shall be borne by Debtors.
- 12. Secured Party Appointed Attorney-In-Fact. If any Event of Default shall occur and be continuing, Debtors jointly and severally authorize and empower Secured Party to make, constitute and appoint any officer or Secured Party as Secured Party may select, in its sole discretion, as each Debtor's true and lawful attorney-in-fact, with the power to endorse each Debtor's name on all applications, documents, papers and instruments necessary for Secured Party to use the Patents, Trademarks and Licenses, or to grant or issue any exclusive or non-exclusive license under the Patents. Trademarks and Licenses to anyone else, or necessary for Secured Party to assign, pledge, convey or otherwise transfer title to or dispose of the Patents. Trademarks and Licenses to anyone else. Each Debtor ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.
- 13. No Waiver. No course of dealing between Debtors and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 14. 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, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 15. <u>Amendments</u>. This Agreement is subject to amendment or modification only by a writing signed by Debtors and Secured Party, except as provided in Section 6 above.
- 16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that each Debtor may not assign, transfer or delegate any of its rights, obligations or duties under this Agreement.

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- 17. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles) but giving effect to Federal laws applicable to national banks.
- 18. Amendment and Restatement. This Agreement amends, restates and replaces the Amended and Restated Patent, Trademark and License Security Agreements dated as of April 9, 200713, executed by Debter in favor of Lender.

Debtors and Secured Party executed this Agreement as of the Effective Date.

[SIGNATURES ON FOLLOWING PAGES]

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SIGNATURE PAGE - DEBTORS AMENDED AND RESTATED PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

Debtors:

HOLTEN MEAT, INC., ROCHESTER MEAT COMPANY, ROCHESTER STEAK COMPANY and

HUISKEN MEAT COMPANY

HUISKEN LAND, LLC,

ROCHESTER MEAT LAND, LLC and

ROCHESPER FREEZER, LICY

Title: Chief Financial Officer

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SIGNATURE PAGE – SECURED PARTY AMENDED AND RESTATED PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

Accepted by and agreed to by Secured Party as of the Effective Date:

Secured Party:

U.S. BANK NATIONAL ASSOCIATION

Title: Vice President

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SCHEDULE A

Patents and Patent Applications

None

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SCHEDULE B

Trademarks and Trademark Applications

(attached)

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App. No./Reg. No.	Mark/Name	Status	Goods/Services	Owner
RN: 1962738 SN: 74541102	HUISKEN and Design	Renewed, June 8, 2015 Office Status: Registered and Renewed	Int'l Class: 29 (Int'l Class: 29) meat, namely beef, pork and poultry products	Huisken Meat Company (Illinois Corporation) 1682 SAUGET BUSINESS BLVD., SAUGET, Illinois 622061442 United States of America
SN: 90342485	HOLTEN'S	Published, July 13, 2021 Office Status: Published For Opposition	Int'l Class: 29 (Int'l Class: 29) Beef; Beef patties	Holten Meat, Inc. (Illinois Corporation) 1682 Sauget Business Blvd., SAUGET, Illinois 62206 United States of America
RN: 2521198 SN: 76007834	CLAIM TO FAME (Stylized) Claim by Fame	Renewed, September 25, 2011 Office Status: Registered and Renewed	int'i Class: 29 (Int'i Class: 29) Beef patties	Holten Meat, Inc. (Ilfinois Corporation) 1682 Sauget Business Blvd., SAUGET, Illinois 62206 United States of America
RN: 2738927 SN: 78057192	TNJ	Renewed, April 25, 2013 Office Status: Registered and Renewed	Int'l Class: 29, 30 (int'l Class: 29) Processed foods and meat products, namely, meat patties [, prepared entrees consisting primarily of meat, cheese and vegetables] (Int'l Class: 30) [Condiments, namely, barbecue sauce and salad dressing]	Holten Meat, Inc. (Illinois Corporation) 1682 Sauget Business Blvd., SAUGET, Illinois 62206 United States of America
RN: 3653606 SN: 77529494	THÍCK N JUICY	Renewed, August 19, 2019 Office Status: Registered and Renewed	Int'l Class: 29 (Int'l Class: 29) Beef and pork	Holten Meat Incorporated (Illinois Corporation) 1682 SAUGET BUSINESS BLVD., SAUGET, Illinois 622061442 United States of America
RN: 1910285 SN: 74539106	THICK NATIFICA	Renewed, November 20, 2014 Office Status: Registered and Renewed	Int'l Class: 29 (Int'l Class: 29) meat patties	Holten Meat, Inc. (Illinois Corporation) 1682 Sauget Business Blvd., SAUGET, Illinois 62206 United States of America
RN: 1629299 SN: 73819403	EXTRA VALUE MEATS and Design	Renewed, January 7, 2021 Office Status: Registered	Int'l Class: 29 (Int'l Class: 29)	Holten Meat, Inc. (Illinois Corporation)

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App. No./Reg. No.	Mark/Name	Status	Goods/Services	Owner
	EXTRAVALUE	and Renewed	beef patties	1682 Sauget Business Blvd., SAUGET, Illinois 62206 United States of America
RN: 492132 SN: 86549920	HOLTEN MEATS	Registered, March 22, 2016 Int'l Class: 29,35,40 First Use: 1960 Filed: March 2, 2015 Registered: March 22, 2016 Register Type: Principal Register - Sec. 2(F)	Int'l Class: 29, 35, 40 (Int'l Class: 29) Beef, beef patties, meat patties, turkey burger patties (Int'l Class: 35) Distributorship services in the field of beef patties and processed meat products (Int'l Class: 40) Meat processing	Holten Meat Incorporated (Illinois Corporation) 1682 SAUGET BUSINESS BLVD., SAUGET, IL 622061442 United States of America
RN: 4786758 SN: 86201652	THICK N JUICY	Registered, August 4, 2015 Int'l Class: 29 First Use: April, 2014 Filed: February 24, 2014 Registered: August 4, 2015 Register Type: Principal Register - Sec. 2(F)	Int'i Class: 29 (Int'i Class: 29) Turkey burger patties; poultry	Holten Meat Incorporated (Illinois Corporation) 1682 SAUGET BUSINESS BLVD., SAUGET, Illinois 622061442 United States of America
RN: 5832157 SN: 88196537	PREMIUM BLENDED BURGERS BY THE CLOUD and Design	Registered, August 13, 2019	Int'l Class: 29 (Int'l Class: 29) Meat, beef, beef patties, meat patties, uncooked hamburger patties	Rochester Meat Company (Illinois Corporation) 1682 SAUGET BUSINESS BLVD., SAUGET, IL 622061442 United States of America
	DISCLAIMER: "PREMIUM BLENDED BURGERS"			
RN: 5276337 SN: 87326992	STRATOS	Registered, August 29, 2017	Int'l Class: 29 (Int'l Class: 29) Beef; Meat; Uncooked hamburger patties	Rochester Meat Company (Minnesota Corporation) 1682 SAUGET BUSINESS BLVD., SAUGET, Illinois 622061442 United States of America
N: 2338856 N: 75758070	THE THUNDER CLOUD and Design	Renewed, December 17, 2020 Office Status: Registered and Renewed	patties	Rochester Meat Company (Minnesota Corporation) 1682 SAUGET BUSINESS BLVO., SAUGET, Illinois 622061442 United States of America

App. No./Reg. No.	Mark/Name	Status	Goods/Services	Owner
	THUNDER			
RN: 2044356 SN: 74594517	THE CLOUD and Design	Renewed, June 26, 2018 Office Status: Registered and Renewed	Int'l Class: 29 (Int'l Class: 29) frozen ground beef patties	Rochester Meat Company (Minnesota Corporation) 1682 SAUGET BUSINESS BLVD., SAUGET, Illinois 622061442 United States of America
RN: 2457165 SN: 76022049	PORTION CLASSICS and Design Partion Classics DISCLAIMER: "PORTION"	Renewed, June 17, 2011 Office Status: Registered and Renewed	Int'l Class: 29 (Int'l Class: 29) preportioned beef cuts	Rochester Meat Company F/K/A New Rochester Meat Company (Illinois) 1825 7TH STREET NW, ROCHESTER, MINNESOTA 55901 United States of America

SCHEDULE C

Licenses

None

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TRADEMARK
REEL: 007408 FRAME: 0047

RECORDED: 08/30/2021