

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM701878

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TIP TOP POULTRY, INC		12/23/2021	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Regions Bank		
Street Address:	1180 West Peachtree Street NW		
Internal Address:	Suite 1100		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	Chartered Bank: ALABAMA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77493660	TOP-BEE	
Serial Number:	77493664	TOP-BEE	
Serial Number:	97115805	TIP TOP	
Serial Number:	97115873	TIP TOP POULTRY	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Email:	bwatson@burr.com		
Correspondent Name:	Brooke Watson		
Address Line 1:	Burr & Forman LLP		
Address Line 2:	101 South Tryon Street, Suite 2610		
Address Line 4:	Charlotte, NORTH CAROLINA 28280		
NAME OF SUBMITTER:	Brooke R. Watson		
SIGNATURE:	/Brooke R. Watson/		
DATE SIGNED:	01/13/2022		
Total Attachments: 3			
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SECURITY AGREEMENT – INTELLECTUAL PROPERTY

WHEREAS, TIP TOP POULTRY, INC, a Georgia corporation (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Security Agreement, dated as of even date herewith (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Regions Bank (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks, the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant a security interest in, and collaterally assign to, the Grantee for the benefit of the Secured Parties, all Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Security Agreement - Intellectual Property to be duly executed by its officer thereunto duly authorized as of December 23, 2021.

GRANTOR:

TIP TOP POULTRY, INC.

By: 
Name: E. Bradley Respass
Title: President/CEO

{Signature Page to IP Security Agreement - Tip Top Poultry, Inc.}