

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM732678

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Foster Poultry Farms LLC		06/06/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	American AgCredit, PCA		
Street Address:	2140 Professional Drive, Suite 110		
City:	Roseville		
State/Country:	CALIFORNIA		
Postal Code:	95661		
Entity Type:	Product Credit Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	97108370	CANINE COOP	
Serial Number:	88589275	FARM & GARDEN	
Serial Number:	97095796	FETCH & FORAGE	
Serial Number:	97108381	FETCH & FROLIC	
Serial Number:	97178232	HOUND HAVEN	
Serial Number:	97095771	THE HUMBLE FARMER	
Serial Number:	97095781	WAG & WINK	
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>			
Phone:	2128192511		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Kate Andes/ White & Case LLP		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	1448012-0012-CM65		
NAME OF SUBMITTER:	Kate Andes		
SIGNATURE:	/Kate Andes/		

CH \$190.00 97108370

DATE SIGNED:

06/06/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of June 6, 2022 by and between FOSTER POULTRY FARMS LLC, a California limited liability company, as successor in interest to and as formerly known as 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 the Grantor, Foster Farms, LLC, a California limited liability company (together with the Grantor, 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 LLC, as Grantor

By: 

Name: Donnie Smith

Title: Chief Executive Officer

Agreed and Accepted:

AMERICAN AGCREDIT, PCA,
as Collateral Agent

By: 

Name: Gregg Warren
Title: Managing Director

Trademark Security Agreement
Signature Page