

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM750965

| | |
|------------------------------|--------------------|
| SUBMISSION TYPE: | RESUBMISSION |
| NATURE OF CONVEYANCE: | Security Agreement |
| RESUBMIT DOCUMENT ID: | 900701612 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|--|
| Hamilton Meat, LLC | | 06/17/2022 | Limited Liability Company: CALIFORNIA |
| Harvest Meat Company, Inc. | | 06/17/2022 | Corporation: DELAWARE |
| Harvest Sherwood Food Distributors, Inc. | | 06/17/2022 | Corporation: DELAWARE |
| Sherwood Food Distributors, L.L.C. | | 06/17/2022 | Limited Liability Company: MICHIGAN |
| Western Boxed Meats Distributors, Inc. | | 06/17/2022 | Corporation: OREGON |

RECEIVING PARTY DATA

| | |
|--------------------------|--|
| Name: | JPMorgan Chase Bank, N.A., as Administrative Agent |
| Street Address: | 10 S. Dearborn |
| Internal Address: | Floor L2 |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60603 |
| Entity Type: | Bank: UNITED STATES |

PROPERTY NUMBERS Total: 31

| Property Type | Number | Word Mark |
|-----------------------------|---------|---------------------------------|
| Registration Number: | 5913131 | HAMILTON RANCH |
| Registration Number: | 5913130 | HAMILTON RANCH |
| Registration Number: | 5913129 | HAMILTON RANCH |
| Registration Number: | 5884384 | DELICIOUSLY EASY |
| Registration Number: | 4746168 | HAMILTON MEATS AND PROVISIONS |
| Registration Number: | 4746167 | HAMILTON MEATS AND PROVISIONS |
| Registration Number: | 5021004 | HARVEST FOOD DISTRIBUTORS |
| Registration Number: | 4660999 | HARVEST LOGISTICS |
| Registration Number: | 4638530 | HARVEST CHEESE COMPANY |
| Registration Number: | 4601540 | HARVEST MEAT COMPANY, INC. |
| Registration Number: | 5031966 | IOWA GOLD BRAND PREMIUM QUALITY |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Registration Number: | 3347449 | JSS JOSEPH SOLOMON SALES |
| Registration Number: | 2831463 | IOWA GOLD BRAND MADE IN NEBRASKA |
| Registration Number: | 2766645 | HARVEST MEAT COMPANY, INC. |
| Serial Number: | 90674184 | COSECHA DEL RANCHO |
| Registration Number: | 6276222 | HS HARVEST SHERWOOD FOOD DISTRIBUTORS |
| Registration Number: | 6266020 | H S HARVEST SHERWOOD FOOD DISTRIBUTORS |
| Registration Number: | 5065618 | BAY PREMIUM |
| Registration Number: | 4931346 | HAPPY SEAS |
| Registration Number: | 4931351 | HAPPY SEAS |
| Registration Number: | 4918218 | HAPPY SEAS |
| Registration Number: | 2587101 | DUTCH BRAND |
| Registration Number: | 2393225 | MEAT PRODUCTS FROM PEOPLE WHO CARE |
| Registration Number: | 2428058 | |
| Registration Number: | 2317166 | AMISH VALLEY |
| Registration Number: | 2179340 | PINEBROOK VALLEY |
| Registration Number: | 2147517 | WESTERN BOXED MEAT, INC. |
| Registration Number: | 2147518 | WESTERN BOXED MEAT, INC. "PURVEYING QUAL |
| Registration Number: | 5743036 | CATTLE LAND |
| Registration Number: | 1460248 | CATTLE LAND |
| Registration Number: | 3401406 | WBX WESTERN BOXED MEATS |

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Nancy.Wiford@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

| | |
|--------------------|------------|
| NAME OF SUBMITTER: | Doris Ka |
| SIGNATURE: | /Doris Ka/ |
| DATE SIGNED: | 08/24/2022 |

Total Attachments: 8

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Trademark Security Agreement

Trademark Security Agreement, dated as of June 17, 2022, by HAMILTON MEAT, LLC, HARVEST MEAT COMPANY, INC., HARVEST SHERWOOD FOOD DISTRIBUTORS, INC., SHERWOOD FOOD DISTRIBUTORS L.L.C. and WESTERN BOXED MEATS DISTRIBUTORS, INC. (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent for the Secured Parties (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Pledge and Security Agreement, dated as of June 17, 2022 (the “Security Agreement”), in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

(a) all of the following now owned or hereafter acquired by any Pledgor: (i) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any); and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all renewals thereof and (ii) all goodwill associated therewith or symbolized thereby, including registrations and supplemental registrations in the United States Patent and Trademark Office and the right to obtain all renewals thereof, including those listed on Schedule I attached hereto, in each case of (i) and (ii) but excluding any intent-to-use trademark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed and deemed in conformance with Section 1(a) of the Lanham Act or examined and accepted by the United States Patent and Trademark Office; and

(b) all proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this

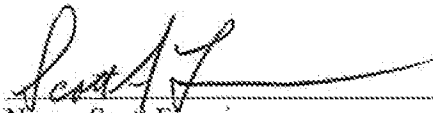
Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 4. Governing Law; Jurisdiction Etc. Sections 9.09 (*Governing Law; Jurisdiction; Consent to Service of Process*) and 9.10 (*Waiver Jury Trial*) of the Credit Agreement are hereby incorporated by reference, *mutatis mutandis*.

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

HAMILTON MEAT, LLC
HARVEST MEAT COMPANY, INC.
HARVEST SHERWOOD FOOD DISTRIBUTORS,
INC.
SHERWOOD FOOD DISTRIBUTORS, L.L.C.
WESTERN BOXED MEATS DISTRIBUTORS, INC.

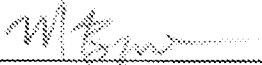
By: 
Name: Scott Fournier
Title: CFO, COO and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007789 FRAME: 0816

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Michael Byrne
Title: Authorized Officer


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007789 FRAME: 0817

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations and Trademark Applications:

| | Owner | Trademark | Appl. No. Filing Date | Reg. No. Reg. Date |
|-----|--|--|----------------------------------|-------------------------------|
| 1. | Hamilton Meat, LLC | HAMILTON RANCH | 88371206 04/04/2019 | 5913131 11/19/2019 |
| 2. | Hamilton Meat, LLC | HAMILTON RANCH | 88371202 04/04/2019 | 5913130 11/19/2019 |
| 3. | Hamilton Meat, LLC | HAMILTON RANCH | 88371184 04/04/2019 | 5913129 11/19/2019 |
| 4. | Hamilton Meat, LLC | DELICIOUSLY EASY | 88371215 04/04/2019 | 5884384 10/15/2019 |
| 5. | Hamilton Meat, LLC | HAMILTON MEATS AND PROVISIONS | 86222052 03/14/2014 | 4746168 06/02/2015 |
| 6. | Hamilton Meat, LLC | HAMILTON MEATS AND PROVISIONS | 86221997 03/14/2014 | 4746167 06/02/2015 |
| 7. | Harvest Meat Company, Inc. | HARVEST FOOD DISTRIBUTORS | 86837514 12/02/2015 | 5021004 08/16/2016 |
| 8. | Harvest Meat Company, Inc. | HARVEST LOGISTICS | 86185665 02/05/2014 | 4660999 12/23/2014 |
| 9. | Harvest Meat Company, Inc. | HARVEST CHEESE COMPANY | 86186084 02/06/2014 | 4638530 11/11/2014 |
| 10. | Harvest Meat Company, Inc. | HARVEST MEAT COMPANY, INC. | 86209287 03/03/2014 | 4601540 09/09/2014 |
| 11. | Harvest Meat Company, Inc. | IOWA GOLD BRAND PREMIUM QUALITY | 86906913 02/12/2016 | 5031966 08/30/2016 |
| 12. | Harvest Meat Company, Inc. | JSS JOSEPH SOLOMON SALES | 77132409 03/15/2007 | 3347449 12/04/2007 |
| 13. | Harvest Meat Company, Inc. | IOWA GOLD BRAND MADE IN NEBRASKA | 76467504 11/18/2002 | 2831463 04/13/2004 |
| 14. | Harvest Meat Company, Inc. | HARVEST MEAT COMPANY, INC. | 76467501 11/18/2002 | 2766645 09/23/2003 |
| 15. | Harvest Sherwood Food Distributors, Inc. | COSECHA DEL RANCHO | 90674184 04/27/2021 | N/A |
| 16. | Harvest Sherwood Food Distributors, Inc. | HS HARVEST SHERWOOD FOOD DISTRIBUTORS | 90044423 07/09/2020 | 6276222 02/23/2021 |
| 17. | Harvest Sherwood Food Distributors, Inc. | H S HARVEST SHERWOOD FOOD DISTRIBUTORS | 90044322 07/09/2020 | 6266020 02/09/2021 |
| 18. | Sherwood Food Distributors | BAY PREMIUM | 86750882 09/09/2015 | 5065618 10/18/2016 |
| 19. | Sherwood Food Distributors | HAPPY SEAS | 86666883 06/18/2015 | 4931346 04/05/2016 |
| 20. | Sherwood Food Distributors | HAPPY SEAS | 86666961 06/18/2015 | 4931351 04/05/2016 |
| 21. | Sherwood Food Distributors | HAPPY SEAS | 86672398 06/24/2015 | 4918218 03/15/2016 |

| | Owner | Trademark | Appl. No. Filing Date | Reg. No. Reg. Date |
|-----|--|---|----------------------------------|-------------------------------|
| 22. | Sherwood Food Distributors | DUTCH BRAND | 75751021 07/08/1999 | 2587101 07/02/2002 |
| 23. | Sherwood Food Distributors | MEAT PRODUCTS FROM PEOPLE WHO CARE | 75741218 07/08/1999 | 2393225 10/10/2000 |
| 24. | Sherwood Food Distributors |  | 75751022 07/08/1999 | 2428058 02/13/2001 |
| 25. | Sherwood Food Distributors | AMISH VALLEY | 75446625 03/09/1998 | 2317166 02/08/2000 |
| 26. | Sherwood Food Distributors | PINEBROOK VALLEY | 75193123 10/28/1996 | 2179340 08/04/1998 |
| 27. | Western Boxed Meats Distributors, Inc. | WESTERN BOXED MEAT, INC. | 75246879 2/24/1997 | 2147517 3/31/1998 |
| 28. | Western Boxed Meats Distributors, Inc. | WESTERN BOXED MEAT, INC. "PURVEYING QUALITY AND SERVICE IN BOXED MEATS" (stylized stacked lettering w/ silhouette of cowboy on horse) | 75246880 2/24/1997 | 2147518 3/31/1998 |
| 29. | Western Boxed Meats Distributors, Inc. | CATTLE LAND | 87848114 3/23/2018 | 5743036 5/7/2019 |
| 30. | Western Boxed Meats Distributors, Inc. | CATTLE LAND | 73638623 1/7/1987 | 1460248 10/6/1987 |
| 31. | Western Boxed Meats Distributors, Inc. | WBX WESTERN BOXED MEATS | 77235259 7/20/2007 | 3401406 3/25/2008 |