

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744896

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wayne Farms LLC		07/22/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cooperatieve Rabobank U.A., New York Branch, as Collateral Agent		
Street Address:	245 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	a NYS licensed branch of a Dutch Banking Cooperative: NETHERLANDS		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	3751519	ALL NATURAL	
Registration Number:	5544832	ALL NATURAL * WAYNE FARMS	
Registration Number:	5207220	ALL NATURAL WAYNE FARMS	
Registration Number:	1741511	BUFFALOOS	
Registration Number:	5412151	BUFFALOOS HOT AND SPICY CHICKEN	
Registration Number:	4727520	CHEF'S CRAFT	
Registration Number:	3067565	COLOSSAL BITES	
Registration Number:	3049694	CRISPY FLIERS	
Registration Number:	5442540	CRISPY FLIERS	
Registration Number:	5883457		
Registration Number:	1219304	DUTCH QUALITY HOUSE	
Registration Number:	1369311	DUTCH QUALITY HOUSE	
Registration Number:	5140876	FLAVOR BEST	
Registration Number:	2608213	INNOVATION CENTRAL	
Registration Number:	5401652	LET'S TALK CHICKEN	
Registration Number:	5371480	NAKED TRUTH	
Registration Number:	2624288	NATURELLE	
Registration Number:	2817318	PLATINUM HARVEST	
Registration Number:	6083616	PLATINUM HARVEST	

CH \$740.00 3751519

Property Type	Number	Word Mark
Registration Number:	4190069	PLATINUM HARVEST
Registration Number:	3615035	QUICK CREATIONS
Registration Number:	4371372	WAYNE FARMS
Registration Number:	0980466	WAYNE FARMS
Registration Number:	4754854	WAYNE FARMS CHEF'S CRAFT GOURMET
Registration Number:	4683867	WAYNE FARMS
Registration Number:	5412908	WAYNE FARMS LET'S TALK CHICKEN
Registration Number:	4582786	WAYNE FARMS LLC ALL NATURAL NO ARTIFICIA
Registration Number:	5758697	WAYNE FARMS TOGETHER, WE MAKE CHICKEN AM
Serial Number:	97060923	100% FARM RAISED LADYBIRD PREMIUM CHICKE

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 12129061216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 1271 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	042525-0284
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	08/01/2022

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 22, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**,” and, collectively, the “**Grantors**”) in favor of Coöperatieve Rabobank U.A., New York Branch, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a Security Agreement, dated as of July 22, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among each of the Grantors, the other grantors party thereto and the Collateral Agent for the Secured Parties pursuant to which the Grantors granted a security interest to the Collateral Agent, for the benefit of the Secured Parties, in the Trademark Collateral (as defined below) and are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral 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

To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in and to all of the following, whether now owned or existing or owned, acquired, or arising hereafter (collectively, the “**Trademark Collateral**”); provided that, the Trademark Collateral shall not include any Excluded Property:

- (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (except for any “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law), whether in the United States Patent and Trademark Office (the “**USPTO**”) or in any similar office or agency of the United States or any other country, any state thereof or any political subdivision thereof, or otherwise, including any of the foregoing listed on Schedule A hereto,
- (ii) all renewals thereof,

- (iii) all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future infringements, misappropriations, dilutions or other violations thereof,
- (iv) all rights to sue or otherwise recover for past, present and future infringements, misappropriations, dilutions or other violations thereof, and
- (v) all other rights, priorities and privileges corresponding thereto throughout the world.

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 Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral 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.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the occurrence of the Facility Termination Date. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 AND SECTION 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy or other electronic imaging means (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

[Remainder of page intentionally left blank]

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

SANDERSON FARMS, LLC

By: 

Name: Courtney E. Fazekas

Title: Chief Financial Officer and Treasurer

WAYNE FARMS LLC

By: 

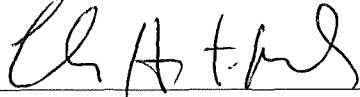
Name: Courtney E. Fazekas

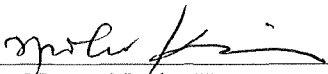
Title: Chief Financial Officer and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007807 FRAME: 0578

**COÖPERATIEVE RABOBANK U.A., NEW YORK
BRANCH,**
as Collateral Agent


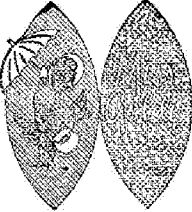

By: 
Name: Christopher Hartofilis
Title: Managing Director






By: 
Name: Naoko Kojima
Title: Managing Director

Schedule A

TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES



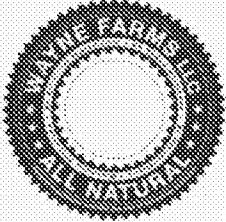

*Company to update ownership with the USPTO to Sanderson Farms, LLC

<u>Borrower/Grantor</u>	<u>Country</u>	<u>Title</u>	<u>Filing Date/ Registration Date</u>	<u>Status</u>	<u>Application / Registration No.</u>
Sanderson Farms, LLC (f/k/a Sanderson Farms, Inc.)*	United States	COVINGTON FARMS	25-SEP-1984	Registered	1297871
Sanderson Farms, LLC (f/k/a Sanderson Farms, Inc.)*	United States	GOOD, HONEST CHICKEN	12-NOV-2019	Registered	5910343
Sanderson Farms, LLC (f/k/a Sanderson Farms, Inc.)*	United States	MISS GOLDY 	15-JUL-2003	Registered	2736460
Sanderson Farms, LLC (f/k/a Sanderson Farms, Inc.)*	United States	MISS GOLDY 	11-JUN-1963	Registered	0750969
Sanderson Farms, LLC (f/k/a Sanderson Farms, Inc.)*	United States	SANDERSON FARMS 	24-DEC-2013	Registered	4454445
Sanderson Farms, LLC (f/k/a Sanderson Farms, Inc.)*	United States	SANDERSON FARMS	24-DEC-2013	Registered	4454446

<u>Borrower/Grantor</u>	<u>Country</u>	<u>Title</u>	<u>Filing Date/Registration Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
Sanderson Farms, LLC (f/k/a Sanderson Farms, Inc.)*	United States	SANDERSON FARMS CHAMPIONSHIP 	01-APR-2014	Registered	4507913
Sanderson Farms, LLC (f/k/a Sanderson Farms, Inc.)*	United States	SANDERSON FARMS CHAMPIONSHIP	01-APR-2014	Registered	4507914
Wayne Farms LLC	United States	100% FARM RAISED LADYBIRD PREMIUM CHICKEN 	05-OCT-2021	Pending	97060923
Wayne Farms LLC	United States	ALL NATURAL 	23-FEB-2010	Registered	3751519
Wayne Farms LLC	United States	ALL NATURAL WAYNE FARMS 	21-AUG-2018	Registered	5544832
Wayne Farms LLC	United States	ALL NATURAL WAYNE FARMS 	23-MAY-2017	Registered	5207220

<u>Borrower/Grantor</u>	<u>Country</u>	<u>Title</u>	<u>Filing Date/ Registration Date</u>	<u>Status</u>	<u>Application / Registration No.</u>
Wayne Farms LLC	United States	BUFFALOOS	22-DEC-1992	Registered	1741511
Wayne Farms LLC	United States	BUFFALOOS HOT AND SPICY CHICKEN 	27-FEB-2018	Registered	5412151
Wayne Farms LLC	United States	CHEF'S CRAFT	28-APR-2015	Registered	4727520
Wayne Farms LLC	United States	COLOSSAL BITES	14-MAR-2006	Registered	3067565
Wayne Farms LLC	United States	CRISPY FLIERS	24-JAN-2006	Registered	3049694
Wayne Farms LLC	United States	CRISPY FLIERS 	10-APR-2018	Registered	5442540
Wayne Farms LLC	United States	Design Only 	15-OCT-2019	Registered	5883457
Wayne Farms LLC	United States	DUTCH QUALITY HOUSE 	07-DEC-1982	Registered	1219304
Wayne Farms LLC	United States	DUTCH QUALITY HOUSE	05-NOV-1985	Registered	1369311
Wayne Farms LLC	United States	FLAVOR BEST	14-FEB-2017	Registered	5140876
Wayne Farms LLC	United States	INNOVATION CENTRAL	13-AUG-2002	Registered	2608213

<u>Borrower/Grantor</u>	<u>Country</u>	<u>Title</u>	<u>Filing Date/ Registration Date</u>	<u>Status</u>	<u>Application / Registration No.</u>
Wayne Farms LLC	United States	LET'S TALK CHICKEN	13-FEB-2018	Registered	5401652
Wayne Farms LLC	United States	NAKED TRUTH  NAKED TRUTH	02-JAN-2018	Registered	5371480
Wayne Farms LLC	United States	NATURELLE	24-SEP-2002	Registered	2624288
Wayne Farms LLC	United States	PLATINUM HARVEST	24-FEB-2004	Registered	2817318
Wayne Farms LLC	United States	PLATINUM HARVEST  PLATINUM HARVEST	23-JUN-2020	Registered	6083616
Wayne Farms LLC	United States	PLATINUM HARVEST 	14-AUG-2012	Registered	4190069
Wayne Farms LLC	United States	QUICK CREATIONS	05-MAY-2009	Registered	3615035
Wayne Farms LLC	United States	WAYNE FARMS  WAYNE FARMS	23-JUL-2013	Registered	4371372
Wayne Farms LLC	United States	WAYNE FARMS	12-MAR-1974	Registered	0980466
Wayne Farms LLC	United States	WAYNE FARMS CHEF'S CRAFT GOURMET 	16-JUN-2015	Registered	4754854
Wayne Farms LLC	United States	WAYNE FARMS DA WEI KANG DI	10-FEB-2015	Registered	4683867

<u>Borrower/Grantor</u>	<u>Country</u>	<u>Title</u>	<u>Filing Date/Registration Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
		 大威康地			
Wayne Farms LLC	United States	WAYNE FARMS LET'S TALK CHICKEN  WAYNE FARMS LET'S TALK CHICKEN	27-FEB-2018	Registered	5412908
Wayne Farms LLC	United States	WAYNE FARMS LLC ALL NATURAL NO ARTIFICIAL INGREDIENTS NO ADDED HORMONES NO PRESERVATIVES MINIMALLY PROCESSED FEDERAL REGULATIONS PROHIBIT THE USE OF HORMONES IN POULTRY 	12-AUG-2014	Registered	4582786
Wayne Farms LLC	United States	WAYNE FARMS TOGETHER, WE MAKE CHICKEN AMAZING.  WAYNE FARMS TOGETHER, WE MAKE CHICKEN AMAZING.	21-MAY-2019	Registered	5758697