

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807567

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOLDEN WEST FOOD GROUP, INC.		05/02/2023	Corporation: CALIFORNIA
TEVA FOODS, INC.		05/02/2023	Corporation: CALIFORNIA
COMPLETELY FRESH FOODS, INC.		05/02/2023	Corporation: CALIFORNIA
CALIFORNIA FARMS MEAT COMPANY, INC.		05/02/2023	Corporation: CALIFORNIA
GOLDEN WEST TRADING, INC.		05/02/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	131 S Dearborn St		
Internal Address:	Floor 04		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-5506		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	4127286	TEVA KOSHER FOODS	
Registration Number:	4489212	JUST COOK	
Registration Number:	3425243	CULVER CITY MEAT CO.	
Registration Number:	3433942	ROYAL POULTRY	
Registration Number:	6928695	RED MOON	
Registration Number:	6928694	RED MOON	
Serial Number:	97119258	RED MOON	
Registration Number:	4771709	RED MOON	
Registration Number:	6662942	PREMIUM CUTS FINEST MEATS	
Registration Number:	4872683	THE COUNTRY MEAT STORE	
Registration Number:	4540837	JUST HEAT	
Registration Number:	4587096	CALLE SABOR	

CH \$815.00 4127286

Property Type	Number	Word Mark
Serial Number:	77938278	TEVA
Serial Number:	77938281	TEVA KOSHER FOODS
Serial Number:	77938289	TEVA FOODS
Serial Number:	77938315	TEVA FOODS
Registration Number:	3762552	ROYAL POULTRY PROCESSORS OF QUALITY POUL
Registration Number:	3483021	COMPLETELY FRESH FOODS COOKED & PREPARED
Registration Number:	4785682	AMERICAN BBQ COMPANY
Serial Number:	97556724	BLUE TABLE FARMS
Registration Number:	3798795	CULVER CITY MEAT CO. YOU CAN'T BEAT OUR
Serial Number:	90374372	FACE STUFFERS
Serial Number:	90374375	FACE STUFFERS
Registration Number:	3898236	KIDS ORGANIC
Registration Number:	5309031	KIDS ORGANIC
Registration Number:	5309030	KIDS ORGANIC
Registration Number:	3902299	KIDS ORGANIC
Registration Number:	4912332	MEAT DISTRICT
Registration Number:	6555430	PIZZAQUITOS
Registration Number:	5528856	THE FALAFEL COMPANY
Registration Number:	3447511	GWT GOLDEN WEST TRADING, INC.
Serial Number:	97119264	RED MOON

CORRESPONDENCE DATA

Fax Number:

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: 212-728-8000
Email: ipdept@willkie.com
Correspondent Name: Genevieve Dorment
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	125180.92
NAME OF SUBMITTER:	Genevieve Dorment
SIGNATURE:	/Genevieve Dorment/
DATE SIGNED:	05/03/2023

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of May 2, 2023, is made by GOLDEN WEST FOOD GROUP, INC., a California corporation (“GWFG”), TEVA FOODS, INC., a California corporation (“Teva”), COMPLETELY FRESH FOODS, INC., a California corporation (“CFF”), CALIFORNIA FARMS MEAT COMPANY, INC., a California corporation (“CFMC”), GOLDEN WEST TRADING, INC., a California corporation (“GWT”, and together with GWFG, Teva, CFF and CMFC, the “Grantors”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent for the Lenders party to the Credit Agreement referred to below (in such capacity, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among GWFG and 4441 Downey Road LLC, a California liability company, as the Borrowers, the other Loan Parties (as defined in the Credit Agreement) party thereto, the Lenders party thereto (the “Lenders”) and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantors, the other Loan Parties and the Administrative Agent have entered into that certain Pledge and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Grantors are required to execute and deliver to the Administrative Agent this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby pledges, collaterally assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor, and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located, all of its Trademarks, including those referred to on Schedule I hereto, excluding only Excluded Property (collectively, the “Trademark Collateral”).

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interests 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 of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control. This Agreement shall constitute a Collateral Document and a Loan Document (as such terms are defined in the Credit Agreement).

4. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.

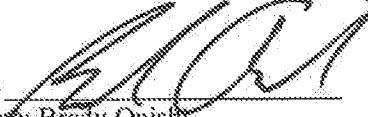
5. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Security Agreement by facsimile or other electronic transmission (including "PDF") shall be effective as delivery of a manually executed counterpart of this Agreement.

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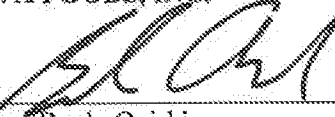
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

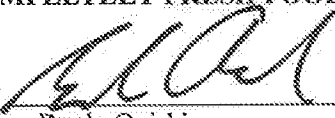
GOLDEN WEST FOOD GROUP, INC.

By: 
Name: Brady Onishi
Title: Chief Financial Officer

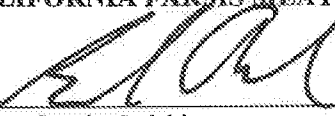
TEVA FOODS, INC.

By: 
Name: Brady Onishi
Title: Chief Financial Officer

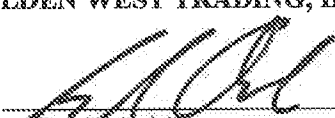
COMPLETELY FRESH FOODS, INC.

By: 
Name: Brady Onishi
Title: Chief Financial Officer

CALIFORNIA FARMS MEAT COMPANY, INC.

By: 
Name: Brady Onishi
Title: Chief Financial Officer

GOLDEN WEST TRADING, INC.

By: 
Name: Brady Onishi
Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Mark Saikali
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Mark	Owner	Registration No.	Registration Date	Application No. / Serial No.	Application Date / Filing Date
TEVA KOSHER FOODS	Teva Foods, Inc.	4127286	April 17, 2012	77907406	January 7, 2010
JUST COOK	Completely Fresh Foods, Inc.	4489212	February 25, 2014	85718624	August 31, 2012
CULVER CITY MEAT CO. (and design)	California Farms Meat Company, Inc.	3425243	May 13, 2008	77089121	January 23, 2007
ROYAL POULTRY (design and color)	California Farms Meat Company, Inc.	3433942	May 27, 2008	77089152	January 23, 2007
RED MOON (and design)	Golden West Food Group, Inc.	6928695	December 20, 2022	97119259	November 10, 2021
RED MOON	Golden West Food Group, Inc.	6928694	December 20, 2022	97119255	November 10, 2021
RED MOON (design and color)	Golden West Food Group, Inc.			97119264	November 10, 2021
RED MOON	Golden West Food Group, Inc.			97119258	November 10, 2021
RED MOON (design and color)	Golden West Food Group, Inc.	4771709	July 14, 2015	86359596	August 6, 2014
PREMIUM CUTS FINEST MEATS (and design)	Golden West Trading, Inc.	6662942	March 8, 2022	90374379	December 10, 2020
THE COUNTRY MEAT STORE	Golden West Trading, Inc.	4872683	December 22, 2015	86213694	March 6, 2014
JUST HEAT (design and color)	Golden West Trading, Inc.	4540837	May 27, 2014	85971044	June 26, 2013
CALLE SABOR	Golden West Trading, Inc.	4587096	August 19, 2014	85960620	June 14, 2013
TEVA	Golden West Trading, Inc.			77938278	February 17, 2010
TEVA KOSHER FOODS	Golden West Trading, Inc.			77938281	February 17, 2010
TEVA FOODS	Golden West Trading, Inc.			77938289	February 17, 2010
TEVA FOODS	Golden West Trading, Inc.			77938315	February 17, 2010

ROYAL POULTRY PROCESSORS OF QUALITY POULTY (and design)	Golden West Trading, Inc.	3762552	March 23, 2010	77750011	June 2, 2009
COMPLETELY FRESH FOODS COOKED & PREPARED (design and color)	Golden West Trading Co.	3483021	August 12, 2008	77100244	February 6, 2007
AMERICAN BBQ COMPANY AND DESIGN	Golden West Trading, Inc.	4785682	August 4, 2015	86/479925	December 14, 2014
BLUE TABLE FARMS	Golden West Trading, Inc.			97/556724	August 19, 2022
CULVER CITY MEAT CO. YOU CAN'T BEAT OUR MEAT & DESIGN (COLOR)	Golden West Trading, Inc.	3798795	June 8, 2010	77/824064	September 10, 2009
FACE STUFFERS	Golden West Trading, Inc.			90374372	December 10, 2020
FACE STUFFERS & DESIGN	Golden West Trading, Inc.			90374375	December 10, 2020
KIDS ORGANIC & DESIGN	Golden West Trading, Inc.	3898236	December 28, 2010	77/872283	November 13, 2009
KIDS ORGANIC & DESIGN	Golden West Trading, Inc.	5309031	October 17, 2017	86839503	December 4, 2015
KIDS ORGANIC	Golden West Trading, Inc.	5309030	October 17, 2017	86839455	December 4, 2015
KIDS ORGANIC	Golden West Trading, Inc.	3902299	January 4, 2011	77871609	November 12, 2009
MEAT DISTRICT	Meat District LLC	4912332	March 8, 2016	86537469	February 17, 2015
PIZZAQUITOS	Golden West Trading, Inc.	6555430	November 9, 2021	87775145	January 29, 2018
	Golden West Trading, Inc.	5528856	July 31, 2018	87708139	December 5, 2017

THE FALAFEL COMPANY					
GWT GOLDEN WEST TRADING, INC.	Golden West Trading, Inc.	3447511	June 17, 2008	77089037	January 23, 2007