

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI116141

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POULTRY PRODUCTS COMPANY OF NEW ENGLAND LLC		03/22/2024	Limited Liability Company: NEW HAMPSHIRE
RECEIVING PARTY DATA			
Company Name:	KAYNE ANDERSON PRIVATE CREDIT, LLC		
Street Address:	150 N. Riverside Plaza, Suite 2010		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5928173	CENTERED IN SERVICE	
Registration Number:	2597361	HAMPSHIRE BRAND	
Registration Number:	5637020	PURE PACK PREMIUM	
Registration Number:	5636922	PURE PACK	
Registration Number:	5625731	PURITAN FOODS	
Registration Number:	5486597	PURE PACK PREMIUM	
Registration Number:	5480005	PURE PACK	
Registration Number:	2655764	POULTRY PRODUCTS	
Registration Number:	2701186	POULTRY PRODUCTS NORTHEAST	
Registration Number:	2856310	PPNE	
Registration Number:	3855287	PPNE	
Registration Number:	6068452	HAMPSHIRE BRAND	
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:	3127018637		
Email:	ipdocket@mayerbrown.com,wsiegel@mayerbrown.com		

CH \$315.00.00 88139239

Correspondent Name: Mr. William R. Siegel
Address Line 1: 71 S. Wacker Drive
Address Line 2: 42-62
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 23739866

NAME OF SUBMITTER: William Siegel

SIGNATURE: William Siegel

DATE SIGNED: 03/24/2024

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 22, 2024 (this “Trademark Security Agreement”), is made by POULTRY PRODUCTS COMPANY OF NEW ENGLAND LLC, a New Hampshire limited liability company (the “Grantor”) to and for the benefit of KAYNE ANDERSON PRIVATE CREDIT, LLC, in its capacity as administrative agent for certain lenders and the other holders of Secured Obligations (as defined in the Security Agreement described below) (in such capacity, the “Administrative Agent”).

WHEREAS, the Grantor has entered into a Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent; and

WHEREAS, pursuant to the Security Agreement, the Grantor has collaterally assigned to the Administrative Agent and granted to the Administrative Agent for the benefit of the lenders and the other holders of Secured Obligations a continuing security interest in certain collateral, to secure the payment, performance and observance of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

1. Grant of Security Interest. To secure the prompt and complete repayment and performance of the obligations under the Security Agreement, the Grantor hereby grants to the Administrative Agent, a security interest in all of Grantor’s right, title and interest in and to the following (collectively, the “Trademark Collateral”): (a) all of its Trademarks (as defined in the Security Agreement) including, without limitation, those referred to on Schedule 1 hereto; (b) all renewals of the foregoing; and (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and (d) all proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark and (ii) injury to the goodwill associated with any Trademark.

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

3. Counterparts. This Trademark Security Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Trademark Security Agreement.

4. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS AND DECISIONS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

[Signature Page Immediately Follows]


IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first above written.

POULTRY PRODUCTS COMPANY OF NEW
ENGLAND LLC,
a New Hampshire limited liability company

By:  _____
Name: Kenneth Kluckman
Title: Vice President

Acknowledged and Agreed to by:

KAYNE ANDERSON PRIVATE CREDIT, LLC

By:  _____

Name: Doug Goodwillie

Title: Authorized Signatory

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

Name of Grantor	Trademark	Registration Number	Registration Date
Poultry Products Company of New England LLC	CENTERED IN SERVICE	5,928,173	12/3/2019
Poultry Products Company of New England LLC	HAMPSHIRE BRAND	2,597,361	7/23/2002
Poultry Products Company of New England LLC	PURE PACK PREMIUM (and Design)	5,637,020	12/25/2018
Poultry Products Company of New England LLC	PURE PACK (and Design)	5,636,922	12/25/2018
Poultry Products Company of New England LLC	PURITAN FOODS (and Design)	5,625,731	12/11/2018
Poultry Products Company of New England LLC	PURE PACK PREMIUM (and Design)	5,486,597	6/5/2018
Poultry Products Company of New England LLC	PURE PACK (and Design)	5,480,005	5/29/2018
Poultry Products Company of New England LLC	POULTRY PRODUCTS (and Design)	2,655,764	12/3/2002
Poultry Products Company of New England LLC	POULTRY PRODUCTS NORTHEAST (Design)	2,701,186	3/25/2003
Poultry Products Company of New England LLC	PPNE	2,856,310	6/22/2004
Poultry Products Company of New England LLC	PPNE (and Design)	3,855,287	10/5/2010

Poultry Products Company of New England LLC	HAMPSHIRE BRAND	6,068,452	6/2/2020
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