

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---------------------------|---|-----------------|-----------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Menu Foods Ltd. | | 12/20/2013 | COMPANY: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | Wells Fargo Bank, National Association, as Agent | | |
| Street Address: | 1100 Abernathy Rd., Ste 1600 | | |
| City: | Atlanta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30328 | | |
| Entity Type: | national banking association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2250064 | CLASSIC ENTREES | |
| Registration Number: | 3170969 | NUTRA SELECTION | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128637867 | | |
| | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Phone: | 3128637267 | | |
| Email: | jaclyn.digrande@goldbergkohn.com | | |
| Correspondent Name: | Jaclyn Di Grande - Paralegal | | |
| Address Line 1: | Goldberg Kohn Ltd. | | |
| Address Line 2: | 55 E Monroe St., Ste 3300 | | |
| Address Line 4: | Chicago, ILLINOIS 60603 | | |
| ATTORNEY DOCKET NUMBER: | 1989.354 | | |
| NAME OF SUBMITTER: | Jaclyn Di Grande | | |
| Signature: | /jaclyn di grande/ | | |

OP \$65.00 2250064

TRADEMARK

Date:

12/20/2013

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is made this 20th day of December, 2013, by and among MENU FOODS LTD., a British Columbia company (“**Grantor**”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (“**Wells Fargo**”), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “**Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Fourth Amended and Restated Credit Agreement dated as of December 20, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”) by and among SIMMONS FOODS, INC., an Arkansas corporation (“**Simmons Foods**”), SIMMONS PET FOOD, INC., an Arkansas corporation (“**Pet Food**”), PRO*CAL, INC., an Arkansas corporation (“**Pro*Cal**”), SIMMONS FEED INGREDIENTS, INC., an Arkansas corporation (“**Feed Ingredients**”), SIMMONS CUSTOM PROCESSING, INC., an Arkansas corporation (“**Processing**”), SIMMONS PREPARED FOODS, INC., an Arkansas corporation (“**Prepared Foods**”), and SIMMONS ENERGY SOLUTIONS, INC., an Arkansas corporation (“**Energy Solutions**”; and together with Simmons Foods, Pet Food, Pro*Cal, Feed Ingredients, Processing and Prepared Foods, are referred to hereinafter each individually as a “**US Borrower**” and collectively, jointly and severally, as the “**US Borrowers**”), MENU FOODS LTD., a British Columbia company (“**Canadian Borrower**”; US Borrowers and Canadian Borrower are referred to hereinafter each individually as a “**Borrower**” and collectively, as the “**Borrowers**”), the lenders party thereto as “**Lenders**” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “**Lender**”), and Agent and certain other titled agents, the Lender Group has agreed to make certain financial accommodations available to Canadian Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement the other Loan Documents, and the Canadian Bank Product Agreements, but only upon the condition, among others, that (i) Grantor shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Canadian Guarantee and Security Agreement, dated as of December 20, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Canadian Security Agreement**”), and (ii) the Borrowers and the other US Loan Parties shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of December 20, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**US Security Agreement**”); and

WHEREAS, pursuant to the Credit Agreement and the Canadian Guarantee and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group

and the Bank Product Providers in respect of Canadian Bank Products, this Trademark Security Agreement;

WHEREAS, Grantor owns certain trademarks that are registered with the United States Patent and Trademark Office (such trademarks, the "**US Trademarks**"), and Agent has determined that it is desirable that Grantor should execute this Trademark Security Agreement in order for Grantor to grant a security interest to Agent for the benefit of the Lender Group and Bank Product Providers in the US Trademarks under this Trademark Security Agreement in addition to the grant of security therein provided under the Canadian Security 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the US Security Agreement or, if not defined therein, in the Credit Agreement (provided, however, that "**Secured Obligations**" shall instead have the meaning ascribed thereto in the Canadian Security Agreement), and this Trademark Security Agreement shall be subject to the rules of construction set forth in Sections 1(b) through 1(d) of the US Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers in respect of Canadian Bank Products, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "**Security Interest**") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "**Trademark Collateral**"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, the other

members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers in respect of Canadian Bank Products, pursuant to the Canadian Security Agreement. Grantor hereby acknowledges and affirms that the terms of the grant of the Security Interest in the Trademark Collateral from the Grantor to the Agent, for the benefit of the Lender Group and the Bank Product Providers hereunder shall be the same terms upon which security is granted by Grantors (as defined in the US Security Agreement) with respect to Trademark Collateral under the US Security Agreement, the terms and provisions of which are incorporated by reference as if fully set forth herein, and the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby shall be those as are more fully set forth in the Canadian Security Agreement and the US Security Agreement, the terms and provisions of which are incorporated by reference as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the US Security Agreement or the Canadian Security Agreement, as applicable, the US Security Agreement or the Canadian Security Agreement, as applicable, shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH


IN SECTION 25 OF THE US SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Canadian Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

MENU FOODS LTD., a British Columbia
company

By: 
Name: MARK WIGGS
Title: VP & CFO

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking association

By: 

Name: Samantha Alexander

Title: Director

SCHEDULE I
to
CANADIAN TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

| Grantor | Mark | Application/ Registration No. |
|---|-----------------|--|
| Menu Foods Ltd. (successor in interest to Menu Foods Operating Limited Partnership) | Classic Entrees | 2250064 |
| Menu Foods Ltd. (successor in interest to Menu Foods Operating Limited Partnership) | Nutra Selection | 3170969 |