

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Maximum Quality Foods, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other: _____
- Association
- Limited Partnership

Citizenship (see guidelines) New Jersey

Execution Date(s) December 31, 2013

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A.

Internal Address: _____

Street Address: One Bryant Park

City: New York

State: New York

Country: USA

Zip: 10036

- Association Citizenship USA
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) SEE SCHEDULE A ANNEXED HERETO

B. Trademark Registration No.(s) SEE SCHEDULE A ANNEXED HERETO

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)
SEE SCHEDULE A ANNEXED HERETO

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$140.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card

Last 4 Numbers 0974

Expiration Date 3/17

b. Deposit Account Number _____

Authorized User Name: _____

9. Signature: 

Signature

Evan A. Pilchik

Name of Person Signing

3/10/14
Date

Total number of pages including cover sheet, attachments, and document. 15

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6665, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$140.00 3166397

SCHEDULE A
TO
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Trademarks, Service Marks and Applications

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
Brandy Alexander	3,166,397	October 31, 2006	October 21, 2016
Momma's Cabin	3,399,227	March 18, 2008	March 18, 2018
Our Chicken Is The Best In Town!	2,698,933	March 18, 2003	March 26, 2023
<u>Servicemark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
If You're Buying From Another Distributor, Then We're Both Losing Money!	3,173,775	November 21, 2006	November 21, 2016
Maximum Quality Food, Paper & Poultry Co.	3,503,270	September 16, 2008	September 16, 2018

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2013 (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, this "Trademark Security Agreement"), among MAXIMUM QUALITY FOODS, INC., a New Jersey corporation ("Debtor"), and BANK OF AMERICA, N.A. ("Secured Party").

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Schedule A annexed hereto and made a part hereof;

WHEREAS, Debtor and Secured Party are parties to that certain Loan and Security Agreement, dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement"), and various documents, instruments, guaranties and agreements delivered contemporaneously herewith in connection therewith (all of the foregoing, together with this Trademark Security Agreement and the Loan Agreement, as the same may now exist or may hereafter be amended, modified, restated, renewed, extended or supplemented, are collectively referred to herein as the "Loan Documents"), pursuant to which, among other things, Secured Party may make loans and certain other financial accommodations to or for the benefit of Debtor; and

WHEREAS, it is a condition precedent to the effectiveness of the Loan Agreement and the other Agreements that, among other things, Debtor enter into this Trademark Security Agreement in order to grant a security interest in the Trademarks, as hereinafter defined, in favor of Secured Party, to secure the Obligations as hereinafter provided;

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 is hereby acknowledged, the parties hereby agree as follows.

A. DEFINITIONS.

Except as specifically defined in this Trademark Security Agreement, capitalized terms used herein shall have the respective meanings given thereto in the Loan Agreement.

B. SECURITY INTEREST.

To secure the prompt payment and performance of all Obligations (as hereinafter defined), Debtor hereby grants to Secured Party a continuing security interest in: (i) any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (a) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications, including, without limitation, those listed on Schedule A hereof as owned by Debtor (collectively, the "Trademarks"); (b) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto,

including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof; (d) the goodwill of Debtor's business symbolized by the foregoing or connected therewith, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (e) all of Debtor's rights corresponding thereto throughout the world; (ii) all renewals of the foregoing; and (iii) all products and proceeds of the foregoing, including any claim by Debtor against third parties for past, present or future (a) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any license with respect thereto, including right to receive any damages, (b) injury to the goodwill associated with any Trademark, or (c) right to receive license fees, royalties, and other compensation under any license with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

C. OBLIGATIONS SECURED.

The security interests granted to Secured Party by Debtor in this Trademark Security Agreement shall secure the prompt and indefeasible payment and performance of Debtor's Obligations under the Loan Agreement and each of the other Loan Documents.

D. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Debtor hereby covenants, represents and warrants, all of such covenants, representations and warranties being continuing in nature so long as any of the Obligations are outstanding, that:

1. Debtor will pay and perform all of its Obligations according to their terms.
2. All of the existing Trademarks are valid and subsisting in full force and effect, and Debtor owns sole, full, and clear title thereto, and has the right and power to grant the security interests granted hereunder. Debtor will, at Debtor's expense, perform all acts and execute all documents reasonably necessary to maintain the existence of the Trademarks as valid, subsisting and registered trademarks, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests, or encumbrances of any nature whatsoever except the security interests granted hereunder, the licenses, if any, which are specifically described in Schedule B hereto and Permitted Liens.
3. Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, or grant an exclusive license relating thereto, except to Secured Party, or, except in the Ordinary Course of Business, otherwise dispose of any of the Collateral without the prior written consent of Secured Party.
4. Debtor will, at Debtor's expense, perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further

the provisions of this Trademark Security Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral signed (if applicable) only by Secured Party. Debtor further authorizes Secured Party to have this and any other similar security agreement filed with the United States Patent and Trademark Office or other appropriate federal, state or government office.

5. Debtor will, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Secured Party five (5) originals of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party under the Loan Documents.

6. Upon notice to Debtor, Secured Party may pay any amount or do any act which Debtor fails to pay or do as required under the Loan Documents or as reasonably requested by Secured Party to maintain and preserve the Collateral, defend, protect, record, amend or enforce the Obligations, the Collateral or the security interest granted hereunder including but not limited to, all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. Debtor will be liable to Secured Party for any such payment, which payment shall be deemed a Revolving Loan under the Loan Agreement, and shall be payable on demand together with interest at the rate set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

7. As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States other than those described in Schedule A annexed hereto.

8. Debtor shall notify Secured Party in writing of the filing of any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States or any state therein within 30 days after such filing. Upon request of Secured Party, Debtor shall execute and deliver to Secured Party any and all assignments, agreements, instruments, documents, and such other papers as may be requested by Secured Party to evidence the security interest of Secured Party in such Trademark.

9. Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application or registration relating to any of the Trademarks may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable.

10. Debtor will render any assistance, as Secured Party may reasonably determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States or any state therein or any other country to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals,

affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

11. Debtor will promptly notify Secured Party of Debtor's filing a Trademark infringement suit based upon any Trademark. Debtor, at its expense, shall take such actions as reasonably requested by Secured Party to protect Secured Party's security interest in and to the Trademarks.

12. Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party and its Affiliates harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof).

13. In any action or proceeding instituted by Secured Party in connection with any matters arising at any time out of or with respect to this Trademark Security Agreement, Debtor will not interpose any counterclaim of any nature, other than compulsory counterclaims.

14. Debtor will maintain the quality of the products associated with the Trademarks at a level consistent with the quality at the time of this Trademark Security Agreement and will not change the quality of the products associated with the Trademarks without Secured Party's prior written consent. As provided in the Loan Agreement, Debtor hereby grants to Secured Party the right to visit its plants and facilities which manufacture or store products sold under any of the Trademarks and to inspect the products and quality-control records relating thereto at any time during regular business hours, or at such other times as Secured Party may reasonably request.

E. EVENTS OF DEFAULT.

The occurrence or existence of any Event of Default, as such term is defined in the Loan Agreement, is referred to herein individually as an "Event of Default" and, collectively, as "Events of Default".

F. RIGHTS AND REMEDIES.

Upon the occurrence of any Event of Default and at any time thereafter, in addition to all other rights and remedies of Secured Party, whether provided under law, the Loan Documents or otherwise, and after expiration of any grace period, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder.

1. Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-progress or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any Subsidiary or Affiliate of Debtor.

2. Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its sole discretion deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and Canada.

3. Secured Party may assign, sell, or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in Secured Party's sole discretion, deem appropriate or proper to complete such assignment, sale or disposition.

4. In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to subparagraph F.3 hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in subparagraph D.5 hereof, one or more instruments of assignment of the Trademarks (or any application or registration relating thereto), in form suitable for filing, recording or registration. Debtor agrees to pay Secured Party on demand all reasonable costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees.

5. Secured Party may apply the proceeds actually received from any such license, assignment, sale, or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all reasonable legal, travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to the Obligations in such order and manner as Secured Party determines in its sole discretion. Debtor shall remain liable to Secured Party for any expenses or obligations remaining unpaid after the application of such proceeds, and Debtor will pay Secured Party on demand any such unpaid amount, together with interest at the rate set forth in the Loan Agreement.

6. In the event that any such license, assignment, sale or disposition of the Collateral (or any part thereof) is made, Debtor shall supply to Secured Party or Secured Party's designee Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, the Loan Documents, this Trademark Security Agreement, or otherwise, shall be cumulative and none are exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

G. MISCELLANEOUS.

1. Any failure or delay by Secured Party to require strict performance by Debtor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Secured Party's right to

demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Debtor, specifying such waiver.

2. All notices, requests and demands to or upon the respective parties hereto shall be in writing and shall be given in the manner and become effective as set forth in Section 14.3 of the Loan Agreement.

3. In the event any term or provision of this Trademark Security Agreement conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

4. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Trademark Security Agreement.

5. This Trademark Security Agreement shall be binding upon and for the benefit of the parties hereto and their respective legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Trademark Security Agreement signed by the party to be charged thereby.

6. The security interest granted to Secured Party pursuant to this Trademark Security Agreement shall terminate and, at Debtor's sole expense, be released or assigned, as necessary or proper to re-vest in Debtor the full title to the Collateral, upon termination of the Loan Agreement and indefeasible payment in full to Secured Party and the other Secured Parties of all Obligations thereunder.

7. THIS TRADEMARK SECURITY AGREEMENT, UNLESS OTHERWISE SPECIFIED, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS); PROVIDED, HOWEVER, THAT IF THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK SHALL GOVERN IN REGARD TO THE VALIDITY, PERFECTION OR EFFECT OF PERFECTION OF ANY LIEN OR IN REGARD TO PROCEDURAL MATTERS AFFECTING ENFORCEMENT OF ANY LIENS IN COLLATERAL, SUCH LAWS OF SUCH OTHER JURISDICTIONS SHALL CONTINUE TO APPLY TO THAT EXTENT.

8. GRANTOR HEREBY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT SITTING IN NEW YORK COUNTY, IN ANY PROCEEDING OR DISPUTE RELATING IN ANY WAY TO ANY LOAN DOCUMENTS, AND AGREES THAT ANY SUCH PROCEEDING SHALL BE BROUGHT BY IT SOLELY IN ANY SUCH COURT. GRANTOR IRREVOCABLY WAIVES ALL CLAIMS, OBJECTIONS AND DEFENSES THAT IT MAY HAVE REGARDING SUCH COURT'S PERSONAL


OR SUBJECT MATTER JURISDICTION, VENUE OR INCONVENIENT FORUM. EACH PARTY HERETO, SUBJECT TO THE LIMITATIONS PROVIDED IN SECTION 11.4.1 OF THE LOAN AGREEMENT, IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.4.1 OF THE LOAN AGREEMENT. except as provided in Section 11.4.1 of the Loan Agreement, nothing herein shall limit the right of any party to serve process in any other manner permitted by Applicable Law. Nothing in this Trademark Security Agreement shall be deemed to preclude enforcement by Secured Party of any judgment or order obtained in any forum or jurisdiction.

9. To the fullest extent permitted by Applicable Law, Debtor waives (a) the right to trial by jury (which Secured Party hereby also waives) in any proceeding or dispute of any kind relating in any way to this Trademark Security Agreement or any documents or agreements at any time made in connection therewith or transactions relating thereto; (b) notice prior to taking possession or control of any Collateral; (c) any bond or security that might be required by a court prior to allowing Secured Party to exercise any rights or remedies; (d) the benefit of all valuation, appraisal and exemption laws; (e) any claim against Secured Party on any theory of liability, for special, indirect, consequential, exemplary or punitive damages (as opposed to direct or actual damages) in any way relating to any Enforcement Action, Obligations, Loan Documents (including this Trademark Security Agreement) or transactions relating thereto; and (g) notice of acceptance hereof. Debtor acknowledges that the foregoing waivers are a material inducement to Secured Party entering into this Trademark Security Agreement and that Secured Party is relying upon the foregoing in their dealings with Debtor. Debtor has reviewed the foregoing waivers with its legal counsel and has knowingly and voluntarily waived its jury trial and other rights following consultation with legal counsel. In the event of litigation, this Trademark Security Agreement may be filed as a written consent to a trial by the court.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Trademark Security Agreement as of the day and year first above written.

MAXIMUM QUALITY FOODS, INC.

By: 
Name: GARY ROCCANO
Title: PRESIDENT

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Trademark Security Agreement as of the day and year first above written.

MAXIMUM QUALITY FOODS, INC.

By: _____

Name: _____

Title: _____

BANK OF AMERICA, N.A.

By: Michael Lemislo

Name: Michael Lemislo

Title: Senior Vice President

EXHIBIT 1

SPECIAL POWER OF ATTORNEY

STATE OF NEW JERSEY)

) ss.:

COUNTY OF MONMOUTH)

KNOW ALL MEN BY THESE PRESENTS, that **MAXIMUM QUALITY FOODS, INC.** hereby appoints and constitutes **BANK OF AMERICA, N.A.** ("**Secured Party**"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on its behalf:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of such undersigned party in and to any trademarks, trade names, registered trademark, trademark applications, service marks, registered service marks and service mark applications and all registrations and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark Security Agreement between the undersigned Debtor and Secured Party, dated of even date herewith (the "**Security Agreement**") and may not be revoked until indefeasible payment in full of all "**Obligations**", as such term is defined in the Security Agreement.

Dated as of December _____, 2013.

MAXIMUM QUALITY FOODS, INC.

By: _____

Name: _____

Title: _____

STATE OF NEW JERSEY)

) ss.:

COUNTY OF MONMOUTH)

On this _____ day of December, 2013, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of MAXIMUM QUALITY FOODS, INC., the corporation described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said corporation.

Notary Public

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Service Marks and Applications

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
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Our Chicken Is The Best In Town!	2,698,933	March 18, 2003	March 26, 2023
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If You're Buying From Another Distributor, Then We're Both Losing Money!	3,173,775	November 21, 2006	November 21, 2016
Maximum Quality Food, Paper & Poultry Co.	3,503,270	September 16, 2008	September 16, 2018

SCHEDULE B
to
TRADEMARK SECURITY AGREEMENT

Permitted Licenses

None.