TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423738

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lakeview Farms, LLC		03/22/2017	Limited Liability Company:

RECEIVING PARTY DATA

Name:	NXT Capital, LLC, as Agent
Street Address:	191 N. Wacker Drive, 30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4335978	ALREADY STUFFING

CORRESPONDENCE DATA

Fax Number: 3122013865

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: 312-201-3865
Email: sharon.patterson@goldbergkohn.com
Correspondent Name: Sharon Patterson, Paralegal
Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.
Address Line 2: Ste. 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6492.164
NAME OF SUBMITTER:	Sharon Patterson
SIGNATURE:	/sharon patterson/
DATE SIGNED:	04/14/2017

Total Attachments: 5
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FIRST AMENDMENT TO
TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT (this "Amendment") to that certain Trademark Security Agreement dated as of December 19th, 2014 (the "Trademark Security Agreement") made by Lakeview Farms, LLC, a Delaware limited liability company ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent ("Agent") for the Lenders (as defined below) is dated as of March 22, 2017.

WHEREAS, Grantor, certain affiliates of Grantor, Agent and the Lenders identified therein are parties to that certain Credit Agreement dated as of December 19, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"; capitalized terms used and not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement), providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Agent and Lenders;

WHEREAS, in connection with the Credit Agreement, the Grantor, certain affiliates of the Grantor, and Agent are parties to that certain Guarantee and Collateral Agreement dated as of December 19, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guarantee and Collateral Agreement"), pursuant to which, among other things, Grantor has granted to the Agent, for the benefit of Secured Parties, a security interest in substantially all of Grantor's assets, including, without limitation, all of its Trademarks (as defined in the Guarantee and Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

WHEREAS, since the date of Grantor's execution of the Trademark Security Agreement, Grantor has acquired interests in certain additional Trademarks (the "New Trademarks"); and

WHEREAS, in accordance with the Guarantee and Collateral Agreement, the parties agree to amend the Trademark Security Agreement to confirm the inclusion of the New Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

1. Amendment. Schedule 1 to the Trademark Security Agreement is hereby amended to add each of the New Trademarks scheduled on Schedule 1 attached hereto.

TRADEMARK
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2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

IN WITNESS WHEREOF, Grantor and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

LAKEVIEW FARMS, LLC

By: _____
Name: Ron Klein
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

NXT CAPITAL, LLC, as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

LAKEVIEW FARMS, LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

NXT CAPITAL, LLC, as Agent

By: _____
Name: Dan Green
Title: Director

SCHEDULE 1

TRADEMARK REGISTRATION

Trademark Description	Registration No.	Date Registered
ALREADY STUFFING	4335978	5/14/13