

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428806

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Peterson Farms, Inc.		05/24/2017	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2330185	PETERSON FARMS	
Registration Number:	2330186	PETERSON FARMS, INC.	
Registration Number:	2352764	FRUIT & MORE	
Registration Number:	4023247	ANTIOXIDANT SOLUTIONS	
Registration Number:	4122233	ORCHARD ORIGINALS	
Registration Number:	3863990	PETERSON FARMS	
Registration Number:	3863991	PETERSON FARMS	
Registration Number:	3863995	PETERSON FARMS	
Registration Number:	4156827	ORCHARD ORIGINALS	
Registration Number:	4291355	PETERSON FARMS	
Registration Number:	4424959	TRIPLE CHERRY BLEND	
Serial Number:	87030710	ORCHARD ORIGINALS	
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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Gregory T. Pealer		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
TRADEMARK			

OP \$315.00 2330185

Address Line 4:	Chicago, ILLINOIS 60603
NAME OF SUBMITTER:	Gregory T. Pealer
SIGNATURE:	/Michael Barys/
DATE SIGNED:	05/24/2017
Total Attachments: 8 source=9 - Filed Trademark Collateral Agreement PFI#page1.tif source=9 - Filed Trademark Collateral Agreement PFI#page2.tif source=9 - Filed Trademark Collateral Agreement PFI#page3.tif source=9 - Filed Trademark Collateral Agreement PFI#page4.tif source=9 - Filed Trademark Collateral Agreement PFI#page5.tif source=9 - Filed Trademark Collateral Agreement PFI#page6.tif source=9 - Filed Trademark Collateral Agreement PFI#page7.tif source=9 - Filed Trademark Collateral Agreement PFI#page8.tif	

TRADEMARK COLLATERAL AGREEMENT

This 24th day of May, 2017, Peterson Farms, Inc., a Michigan corporation ("*Debtor*"), with its principal place of business and mailing address at 3104 Baseline Road, Shelby, Michigan 49455, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO Harris Bank N.A. ("*BMO Harris*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors (as defined in the Security Agreement referred to below), and its successors and assigns (BMO Harris acting as such administrative agent and any successor(s) or assign(s) to BMO Harris acting in such capacity being hereinafter referred to as "*Agent*"), and grants to Agent for the benefit of the Secured Creditors a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*");

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith by and among Debtor, the other parties to such Security Agreement signing as "*Debtors*" thereto, and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*"). This Trademark Collateral Agreement grants a security interest in the Trademark Collateral and, without limiting the foregoing, shall not be treated as an actual assignment of the Trademark Collateral from Debtor to Agent until there is an Event of Default (as defined in the Security Agreement) and Agent exercises its rights under the Security Agreement. In such event, a separate assignment document shall be executed and recorded with the United States Patent and Trademark Office.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use*");

Applications”), but rather, if and so long as Debtor’s Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by Agent.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the internal laws of the State of Illinois without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

PETERSON FARMS, INC.

By 

Name: Eric L. Lambert

Title: Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as Agent

By _____

Name: Elizabeth Hartman

Title: Vice President

[Signature Page to Trademark Collateral Agreement]

TRADEMARK
REEL: 006068 FRAME: 0026

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

PETERSON FARMS, INC.

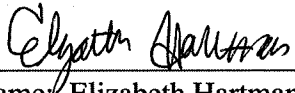
By _____

Name: Eric L. Lambert

Title: Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as Agent

By  _____

Name: Elizabeth Hartman

Title: Vice President

**SCHEDULE A
To
TRADEMARK COLLATERAL AGREEMENT**

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

FEDERAL TRADEMARK REGISTRATIONS

MARK	REGISTRATION NUMBER	REGISTRATION DATE
	2330185	March 14, 2000
	2330186	March 14, 2000
FRUIT & MORE	2352764	May 23, 2000
Antioxidant <hr/> SOLUTIONS	4023247	September 6, 2011
ORCHARD ORIGINALS	4122233	April 3, 2012

PETERSON FARMS	3863990	October 19, 2010
PETERSON FARMS	3863991	October 19, 2010
PETERSON FARMS	3863995	October 19, 2010
ORCHARD ORIGINALS	4156827	June 12, 2012
	4291355	February 19, 2013
TRIPLE CHERRY BLEND	4424959	October 29, 2013

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NUMBER	FILING DATE
ORCHARD ORIGINALS	87030710	May 10, 2016