

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM445060

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ARMAND AGRA, Inc.		09/29/2017	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Canadian Imperial Bank of Commerce		
<b>Street Address:</b>	199 Bay Street		
<b>Internal Address:</b>	Commerce Court		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5L 1A2		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4429749	SIERRA MEAT & SEAFOOD	
<b>Registration Number:</b>	4426488	SIERRA MEAT & SEAFOOD EST. 1948	
<b>Serial Number:</b>	87137202	SF THE SAUSAGE FACTORY HANDCRAFTED SAUSA	
<b>Registration Number:</b>	5180141	FLOCCHINI HANDCRAFTED SAUSAGE AND DELI M	
<b>Serial Number:</b>	87137220	FLOCCHINI	
<b>Registration Number:</b>	3751995	SIERRA MEAT & SEAFOOD EST. 1948 WHOLESAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	ccritchelow@mayerbrown.com		
<b>Correspondent Name:</b>	Mayer Brown LLP		
<b>Address Line 1:</b>	71 S. Wacker Dr.		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	17549397		
<b>NAME OF SUBMITTER:</b>	Chandra Critchelow		
<b>SIGNATURE:</b>	/cjc/		
<b>DATE SIGNED:</b>	09/29/2017		

CH \$165.00 4429749

**Total Attachments: 4**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 29, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by ARMAND AGRA, INC., a Nevada corporation (the “**Grantor**”), in favor of CANADIAN IMPERIAL BANK OF COMMERCE (“**CIBC**”), in its capacity as Lender (as defined below).

**WHEREAS**, the Grantor is the sole shareholder of Sierra Meat Company (the “**Borrower**”).

**WHEREAS**, the Borrower has entered into a credit agreement dated September 29, 2017 (the “**Credit Agreement**”) among the Borrower, as borrower, certain Loan Parties from time to time party thereto, and CIBC, as Lender (the “**Lender**”);

**WHEREAS**, in connection with the Credit Agreement, the Grantor, the Borrower and certain of their affiliates are party to an Assignment, Pledge and Security Agreement dated as of September 29, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”) with the Lender, pursuant to which the Grantor granted a security interest to the Lender in the Trademark Collateral (as defined below).

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Lender as follows:

### **SECTION 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

### **SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** The Grantor hereby grants to the Lender a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

all past, present and future: trade secrets and other proprietary information; trademarks, service marks, business names, designs, logos, indicia, and/or other source and/or business identifiers and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world; license agreements related to any of the foregoing set forth in this definition and income therefrom; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, source codes, object codes and other physical manifestations, embodiments or incorporations of any of the foregoing set forth in this definition; the right to sue for all past, present and future infringements of any of the foregoing set forth in this definition; and all common law and other rights throughout the world in and to all of the foregoing set forth in this definition.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any intent-to-use trademark or service mark application prior to the

filing of a statement of use or amendment to allege use, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under applicable federal law.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

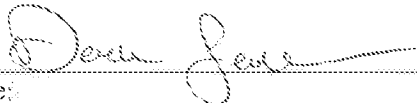
### **SECTION 4. Governing Law**

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEVADA, EXCEPT TO THE EXTENT THAT PERFECTION, THE EFFECT OF PERFECTION OR NONPERFECTION, OR THE PRIORITY OF THE SECURITY INTEREST GRANTED HEREUNDER MAY BE DETERMINED IN ACCORDANCE WITH THE UNIFORM COMMERCIAL CODE OF A DIFFERENT JURISDICTION IN ACCORDANCE WITH NEVADA LAW.

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IN WITNESS WHEREOF, the Grantor is authorized, by their officers duly authorized, have caused this Agreement to be duly executed and delivered as of the date first above written.

ARMAND AGRA, INC., a Nevada corporation:





By:   
Name:  
Title:

*Signature page to Trademark Security Agreement*

**TRADEMARK**  
**REEL: 006164 FRAME: 0607**

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARKS**

<b>Trademark</b>	<b>Country</b>	<b>App. No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>
SIERRA MEAT & SEAFOOD	U.S.	85/696,531 08/06/2012	4,429,749 11/05/2013
	U.S.	85/697,095 08/07/2012	4,426,488 10/29/2013
	U.S.	87/137,202 08/12/2016	N/A
	U.S.	87/137,213 08/12/2016	5,180,141 04/11/2017
FLOCCHINI	U.S.	87/137,220 08/12/2016	N/A
	U.S.	77/782,099 07/15/2009	3,751,995 02/23/2010