

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473322

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cincinnati Preserving Company		05/09/2018	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	TCF National Bank		
Street Address:	71 S. Wacker Drive, Suite 2110		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87906570	DAVID EVANS FOODS	
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:	jbleskin@schiffhardin.com		
Correspondent Name:	Jennifer Bleskin		
Address Line 1:	233 S. Wacker Drive., Suite 7100		
Address Line 2:	Schiff Hardin LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Jennifer Bleskin		
SIGNATURE:	/s/ Jennifer Bleskin		
DATE SIGNED:	05/09/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 9, 2018, is made by Cincinnati Preserving Company, an Ohio corporation (d/b/a Clearbrook Farms) ("Borrower"), in favor of TCF National Bank ("Lender").

RECITALS

WHEREAS, Borrower, Cincinnati Preserve GC Holdings, LLC, a Delaware limited liability company ("Holdings"; Borrower and Holdings are referred to herein, collectively, as "Obligors" and, individually, as an "Obligor"), and Lender are parties to a Credit Agreement dated as of January 15, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; terms defined in the Credit Agreement which are used herein shall have the same meanings as are set forth in the Credit Agreement for such terms unless otherwise defined herein), pursuant to which Lender has agreed to make certain loans to Borrower;

WHEREAS, Obligors and Lender are parties to (a) a Security Agreement dated as of January 15, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and (b) a Patent, Copyright, License and Trademark Security Agreement dated as of January 15, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement and the IP Security Agreement, Borrower has granted to Lender a security interest in substantially all the assets of Borrower, including all right, title and interest of Borrower in, to and under all now existing and hereafter arising service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world, to secure the payment and performance in full of all Liabilities and other amounts owing by Borrower and the other Obligors under the Credit Agreement and the other Financing Agreements;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Credit Agreement, Borrower hereby grants to Lender a security interest in all of Borrower's right, title and interest in and to the following, whether now existing and hereafter arising:

- (1) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the trademarks and service marks listed on Schedule 1 attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future

infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world;

- (2) all license agreements with any other Person or Persons with respect to any service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names, whether Borrower is a licensor or licensee under any such license agreements, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses; and
- (3) all products and proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto arising in favor of Borrower, including, without limitation, damages and payments for past or future infringements thereof (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement and the IP Security Agreement and is subject to limitations set forth therein. In the event of any conflict between any provision of this Agreement and any provision of the Security Agreement or the IP Security Agreement, the Security Agreement or the IP Security Agreement, respectively, will govern. Each of Borrower and Lender hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the Security Agreement and the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Agreement has been delivered at and shall be deemed to have been made at Chicago, Illinois and shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the internal laws (as opposed to conflicts of law provisions) and decisions of the State of Illinois.

[signature page follows]

IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

CINCINNATI PRESERVING COMPANY

By: 
Connie Huck, Chief Executive Officer

Acknowledged and agreed to:

TCF NATIONAL BANK

By: _____
Name: Edward Ryczek
Title: Senior Vice President

IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

CINCINNATI PRESERVING COMPANY

By: _____
Name: _____
Title: _____

Acknowledged and agreed to:

TCF NATIONAL BANK

By: Thomas G. Karle
Name: Thomas G. Karle
Title: Senior Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademark	Type	Jurisdiction	Registration No	Registration Date
David Evans Foods	Word Mark	USA	Pending (87/906570)	Filed 05/03/2018