

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM506947

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Simmons Energy Solutions, Inc.		12/20/2018	Corporation: ARKANSAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WILMINGTON TRUST, NATIONAL ASSOCIATION		
<b>Street Address:</b>	15950 N. Dallas Pkwy, Suite 550		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75248		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5596146	SIMMONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9185841718		
<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>Phone:</b>	9185872000		
<b>Email:</b>	mkachigian@hjkwlaw.com		
<b>Correspondent Name:</b>	Head, Johnson, Kachigian & Wilkinson, PC		
<b>Address Line 1:</b>	228 West 17th Place		
<b>Address Line 4:</b>	Tulsa, OKLAHOMA 74119		
<b>ATTORNEY DOCKET NUMBER:</b>	SIM572-20/18267-MGK		
<b>NAME OF SUBMITTER:</b>	Mark G. Kachigian		
<b>SIGNATURE:</b>	/markgkachigian/		
<b>DATE SIGNED:</b>	01/23/2019		
<b>Total Attachments: 6</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 20th day of December, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association ("WTNA"), in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Indenture, dated as of July 18, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "Indenture") by and among SIMMONS FOODS, INC., an Arkansas corporation ("Simmons Foods"), SIMMONS PET FOOD, INC., an Arkansas corporation ("Pet Food"), SIMMONS FEED INGREDIENTS, INC., an Arkansas corporation ("Feed Ingredients"), SIMMONS PREPARED FOODS, INC., an Arkansas corporation ("Prepared Foods") and SIMMONS ENERGY SOLUTIONS, INC., an Arkansas corporation ("Energy Solutions"; and together with Simmons Foods, Pet Food, Feed Ingredients, Prepared Foods and Energy Solutions, are referred to hereinafter each individually as an "Issuer" and collectively, jointly and severally, as the "Issuers"), WILMINGTON TRUST, NATIONAL ASSOCIATION, as trustee, and the Collateral Agent, the Issuers issued \$250,000,000 aggregate principal amount of 7.75% Senior Secured Notes due 2024; and

WHEREAS, the Grantors have executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, that certain Security Agreement, dated as of July 18, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

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 are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Indenture, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Sections 1(b) and 1(c) of the Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to the Collateral Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such

Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Collateral Agent or the other Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Collateral Agent with respect to any such new trademarks. Without limiting Grantors' obligations under this Section, Grantors hereby authorize the Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Security Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered,

shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

8. Collateral Agent. Each reference herein to any right granted to, benefit conferred upon or power exercisable by the "Collateral Agent" shall be a reference to the Collateral Agent, for the benefit of the Secured Parties. In addition to, but not in lieu of, the rights (including indemnification rights), benefits, privileges, protections and immunities granted to the Collateral Agent hereunder, the Collateral Agent shall have all of the rights (including indemnification rights), benefits, privileges, protections and immunities granted to the Collateral Agent in its capacity as such under the Indenture, all of which are incorporated herein mutatis mutandis.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**


SIMMONS ENERGY SOLUTIONS, INC.

By: Kerry L. Hairston I  
Name: Kerry L. Hairston I  
Title: Senior Vice President of Finance and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Collateral Agent

By:   
Name: Shawn Buffin  
Title: Assistant Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 006533 FRAME: 0234

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

**Trademark Registration**

<b>Owner</b>	<b>Registration #</b>	<b>Trademark</b>
Simmons Energy Solutions, Inc.	5596146	Simmons (stylized)