

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM529727

<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>
Strauss Brands LLC		06/21/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Compeer Financial, PCA		
<b>Street Address:</b>	1921 Premier Drive		
<b>Internal Address:</b>	PO Box 4249		
<b>City:</b>	Mankato		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	56001		
<b>Entity Type:</b>	Production Credit Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87699329	IN YOUR STORE OR DIRECT TO YOUR DOOR	
<b>Registration Number:</b>	3718239	VEAL'S NEW DIRECTION	
<b>Registration Number:</b>	4190898	FREE RAISED	
<b>Registration Number:</b>	4045694	NATURE GIVES. WE ACCEPT.	
<b>Registration Number:</b>	3857244	MEADOW RESERVE	
<b>Registration Number:</b>	3298766	STRAUSS	
<b>Registration Number:</b>	3406482	FREE RAISED	
<b>Registration Number:</b>	2746251	ASPEN VALLEY LAMB	
<b>Registration Number:</b>	1672699	STRAUSS VEAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8164121263		
<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>	8168428600		
<b>Email:</b>	cynthia.maust@stinson.com		
<b>Correspondent Name:</b>	Stinson LLP		
<b>Address Line 1:</b>	50 South 6th Street, Ste 2600		
<b>Address Line 2:</b>	Cynthia Maust, Paralegal		

CH \$240.00 87699329

**Address Line 4:** Minneapolis, MINNESOTA 55402

**ATTORNEY DOCKET NUMBER:** 3508725.0023

**NAME OF SUBMITTER:** Cynthia Maust

**SIGNATURE:** /Cynthia Maust/

**DATE SIGNED:** 06/28/2019

**Total Attachments: 15**

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## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Agreement**") is made as of June 21, 2019, by each of the undersigned Debtors (individually and collectively referred to herein as, "**Debtor**"), jointly and severally, in favor of **COMPEER FINANCIAL, PCA**, and its successors and assigns, as administrative agent (in such capacity, the "**Agent**") for the benefit of Lenders under that certain Credit Agreement of even date herewith, among Debtor, the Agent, and the commercial, banking or financial institutions whose signatures appear on the signature pages thereof or which hereafter become parties thereto (the "**Lenders**") (such agreement, as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"). This Agreement is subject to the terms and provisions of the Credit Agreement.

### **RECITALS**

A. Pursuant to the Credit Agreement, the Lenders have agreed to make certain Loans, extensions of credit and other financial accommodations to the Debtor upon the terms and subject to the conditions set forth therein; and

B. It is a condition precedent to the obligations of the Lenders to make their respective extensions of credit to the Debtor under the Credit Agreement that the Debtor shall have executed and delivered this Agreement to the Agent for the benefit of the Lenders, granting the Agent a security interest in Debtor's patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, goodwill and licenses, and all proceeds thereof.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing and to induce the Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Debtor thereunder, the Debtor, intending to be legally bound hereby, agrees with the Agent as follows:

1. **Defined Terms from Credit Agreement.** All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. **Security Interest in Intellectual Property.** To secure the complete satisfaction and payment and performance when due or declared due of all of the indebtedness, liabilities and obligations owing by Debtor to Agent and Lenders under the Credit Agreement and the other Loan Documents, including all of the "Obligations" as defined in the Credit Agreement (collectively, the "**Obligations**"), Debtor hereby grants a Priority Security Interest and lien to Agent for the benefit of Lenders, in and to any and all of Debtor's right, title and interest in and to all of the following, whether now owned or existing or hereafter arising, created or acquired property (collectively, the "**Intellectual Property**"):

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Exhibit A attached hereto and hereby made a part hereof, and (i) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)–(iv) of this subsection 2(a), are sometimes hereinafter referred to individually as a "**Patent**" and, collectively, as the "**Patents**"); and

(b) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (i) all renewals or extensions thereof, (ii) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names and tradestyles, brand names, service marks and applications and registrations thereof, together with the items described in clauses (i)–(iv) of this subsection 2(b), are sometimes hereinafter referred to individually as a "**Trademark**" and, collectively, as the "**Trademarks**"); provided, however, that the Trademarks shall not include any intent-to-use trademark or service mark application to the extent that, and solely during the period 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 law and, after such period, such interest in such trademark or service mark application shall be subject to a security interest in favor of the Agent and shall be included in the Trademarks; and

(c) license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Intellectual Property or any other patent, trademark, service mark or any application or registration thereof or any other trade name or tradestyle between Debtor and any other party, whether Debtor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit C attached hereto and hereby made a part hereof (all of the foregoing license agreements and Debtor's rights thereunder are referred to collectively as the "**Licenses**"); and

(d) the goodwill of Debtor's business connected with and symbolized by the Trademarks; and

(e) copyrights, copyright registrations and copyright applications, used in the United States and elsewhere, including, without limitation, the copyright registrations and copyright applications listed on Exhibit D attached hereto and made a part hereof, and (i) renewals or extensions thereof, (ii) all income, royalties, proceeds, 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, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (i)–(iv), are sometimes hereinafter individually and/or collectively referred to as the "**Copyrights**"); and

(f) all trade secrets, formulas, processes, devices, know-how, or compilations of information (including technical information and non-technical information such as customer lists and marketing plans), collectively referred to as trade secrets, which are not available to others and which are maintained as confidential by Debtor, and the right to prevent misappropriation and unauthorized disclosures thereof and all rights corresponding thereto throughout the world (all of the foregoing trade secrets and associated rights are sometimes hereinafter individually and/or collectively referred to as the "**Trade Secrets**").

(g) Excluded Assets. Notwithstanding anything to the contrary herein, the Intellectual Property collateral described herein shall not include any Excluded Assets, as such term is defined in the Credit Agreement.

3. Representations and Warranties. Debtor hereby represents and warrants to Agent and the Lenders as of the Closing Date, which representations and warranties shall survive the execution and delivery of this Agreement, that as of the date hereof:

(a) To the knowledge of an Authorized Officer of Debtor, none of the Intellectual Property has been adjudged invalid or unenforceable nor has any such Intellectual Property been cancelled, in whole or in part, and each such Intellectual Property is presently subsisting;

(b) Each of the Intellectual Property material to Debtor's business is valid and enforceable, and Debtor has adopted reasonable precautions to protect its Trade Secrets from unauthorized or accidental disclosure;

(c) Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Intellectual Property, free and clear of any Liens (other than Permitted Liens);

(d) Debtor has adopted, used and is currently using all of the Trademarks, and to the knowledge of an Authorized Officer of Debtor, Debtor's use thereof does not infringe the intellectual property rights of any person or entity;

(e) Debtor has received no written notice of, nor to the knowledge of an Authorized Officer does there exist, any suits or actions commenced or threatened in writing with reference to or in connection with any of the Intellectual Property;

(f) Debtor has the limited power and authority to execute and deliver this Agreement and perform its terms, this Agreement has been duly executed and delivered by a duly Authorized Officer of Debtor, and this Agreement is a legally valid and binding obligation of Debtor, enforceable against Debtor in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditor's rights and remedies generally;

(g) To the knowledge of an Authorized Officer of the Debtor, no trademark opposition or cancellation proceedings have ever been filed with the U.S. Patent and Trademark Office ("PTO") against any of the Trademarks;

(h) To the knowledge of an Authorized Officer of Debtor, each of the Licenses listed on Exhibit C is in full force and effect and has not been amended or abrogated and there is no default beyond any applicable grace and cure periods under any of such listed Licenses; and

(i) To the knowledge of an Authorized Officer of Debtor, none of the Intellectual Property infringes upon the rights or property of any other person or entity or is currently being challenged, and there are no pending or, to the knowledge of Debtor, threatened claims, litigation, proceedings or other investigations regarding any of the Intellectual Property.

4. Restrictions on Future Agreements. Debtor agrees that until all Obligations shall have been satisfied and Paid In Full and the Credit Agreement shall have been terminated, Debtor shall not, without the prior written consent of the Agent, Dispose of the Intellectual Property except as permitted by the Credit Agreement, , and Debtor further agrees that it shall not take any action, or fail to take any action, which would materially and adversely affect the validity or enforcement of the rights provided or transferred to Agent under this Agreement.

5. New Intellectual Property. Debtor hereby represents and warrants to Agent and the Lenders that the Intellectual Property listed on Exhibits A, B, C and D, respectively, constitute all of the Intellectual

Property now owned by Debtor and registered with the PTO or the U.S. Copyright Office ("Copyright Office") as of the Closing Date. If, before all Obligations shall have been Paid In Full or before the Credit Agreement has been terminated, Debtor shall (a) become aware of any Intellectual Property of which Debtor has not previously informed the Agent, (b) obtain rights to any newly registered Intellectual Property or new applications for Intellectual Property, or (c) become entitled to the benefit of any such Intellectual Property via a license, which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and Debtor shall give to the Agent notice in the next Compliance Certificate delivered in connection with Section 6.1(c) of the Credit Agreement and Exhibits A, B, C, D shall be automatically updated to include such information. Upon the Agent's reasonable request, Debtor agrees to execute and deliver any documents and instruments necessary or advisable to record or preserve the Agent's Prior Security Interest in Debtor's Patents, Trademarks and Copyrights to be registered with the PTO or the Copyright Office that are added to Exhibits A, B, C and D pursuant to this Section.

6. Rights Upon an Event of Default. The term of this Agreement shall extend until Payment in Full of all Obligations and the termination of the Credit Agreement. Debtor agrees that upon the occurrence and during the continuance of an Event of Default, the use by the Agent of all Intellectual Property shall be worldwide and as extensive as the rights of Debtor to use such Intellectual Property, and without any liability for royalties or other related charges from the Agent to Debtor. Upon the occurrence and during the continuance of any Event of Default, and provided that the Agent has acquired such Intellectual Property through the exercise of the Agent's remedies in accordance with the Uniform Commercial Code as enacted in Wisconsin (the "UCC") (to the extent applicable) and applicable Federal law, Debtor hereby authorizes: (i) the PTO (or as appropriate, such equivalent agency in foreign countries), to issue any and all Patents to the Agent as assignee of Debtor's entire interest therein; (ii) the Copyright Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal for all of the Copyrights to the Agent as assignee of Debtor's entire interest therein; and (iii) the PTO (or as appropriate, such equivalent agency in foreign countries) to issue any and all certificates of registration or renewal for all of the Trademarks to the Agent as assignee of Debtor's entire interest therein and in the goodwill of Debtor's business connected therewith and symbolized thereby.

7. Effect on Credit Agreement and other Collateral Documents. Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent under the Credit Agreement or any Collateral Document but rather is intended to facilitate the exercise of such rights and remedies. The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, the Credit Agreement, and the Collateral Documents, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the UCC.

8. Release of Agreement. Upon the Payment in Full the Credit Agreement, this Agreement shall terminate, and the Agent shall promptly execute and deliver any document or instrument (in recordable form, as applicable) reasonably requested by Debtor, at Debtor's sole cost and expense, as shall be necessary to evidence or confirm termination of the security interest granted by Debtor to the Agent hereunder. At such time, Debtor shall be entitled to file or record such instruments and documents as may be necessary or advisable to evidence or confirm the termination of the Agent's security interest provided hereby, including without limitation cancellation of this Agreement by written notice from Agent to the PTO and to the Copyright Office, as the case may be.

9. Duties of Debtor. Debtor shall have the duty to the extent commercially reasonable and in Debtor's good faith business judgment: (a) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter until all Obligations shall have been Paid In Full and the Credit Agreement has been terminated, (b) to make application on unpatented but patentable inventions and on trademarks and service marks, (c) to preserve and maintain all rights in the Intellectual

Property (including, but not limited to, with respect to Trademarks, the filing of affidavits of use and, incontestability, where applicable, under §§ 8 and 15 of the Lanham Act (15 U.S.C. § 1058, 1065) and renewals and, to the extent commercially reasonable, initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who seriously threaten the validity or rights of Debtor in its Trademarks), and (d) to ensure that the Intellectual Property is and remains enforceable. Any costs and expenses incurred in connection with Debtor's obligations under this Section 11 shall be borne by Debtor. Debtor shall not knowingly and unreasonably abandon any right to file any patent, trademark or service mark application, or abandon any pending patent application, or any other Intellectual Property, in each case to be registered with the PTO or the Copyright Office to the extent such abandonment would constitute a Material Adverse Change, without the prior written consent of the Agent, which consent shall not be unreasonably withheld or delayed.

10. Agent's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, the Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property to be registered with the PTO or the Copyright Office, and, if the Agent shall commence any such suit, Debtor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents and instruments reasonably required by the Agent in aid of such enforcement and Debtor shall promptly, upon demand, reimburse and indemnify the Agent (and each Lender) for all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by the Agent (or any Lender) in the exercise of its rights under this Section 12.

11. Waivers. No course of dealing between Debtor and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Credit Agreement or any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Modification. This Agreement may not be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney. All of the Agent's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Credit Agreement, any Collateral Document, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. Debtor hereby authorizes the Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of the Agent as the Agent may select, in its sole discretion, as Debtor's true and lawful attorney-in-fact, with power to (a) endorse Debtor's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the Intellectual Property, or (b) take any other actions with respect to the Intellectual Property as the Agent deems to be in the best interest of the Agent, or (c) grant or issue any exclusive or non-exclusive license under the Intellectual Property to any Person, or (d) assign, pledge, sell, convey or otherwise transfer title in or dispose of any of the Intellectual Property to any Person. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney being coupled with an interest shall be irrevocable until all Obligations shall have been Paid in Full and the Credit Agreement has been terminated.

15. Binding Effect; Benefits. This Agreement shall be binding upon Debtor and its respective successors and permitted assigns, and shall inure to the benefit of the Agent, its successors, nominees and assigns; provided, however, Debtor shall not assign this Agreement or any of Debtor's obligations hereunder without the prior written consent of the Agent.

16. Governing Law. This Agreement shall be governed by, enforced and construed in accordance with applicable Federal law and, as applicable, the internal laws of the State of Wisconsin, without regard to choice of law or conflict of law principles that would require the application of any other laws.

17. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions that they precede. This Agreement may be signed in one or more counterparts, but all of such counterparts shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding as a signed original for all purposes.

18. Further Assurances. Debtor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as the Agent shall reasonably request from time to time in order to carry out the purpose of this Agreement and agreements set forth herein. Debtor acknowledges that a copy of this Agreement or, as applicable, a Short Form of Assignment evidencing the understandings herein, will be filed by the Agent with the PTO and Copyright Office, at the sole cost and expense of Debtor.

19. Survival of Representations. All representations and warranties of Debtor contained in this Agreement shall survive the execution and delivery of this Agreement and shall be remade on the date of each Borrowing under the Credit Agreement.

20. Foreign Patents, Copyrights and Trademarks. Upon the request of the Agent at any time or from time to time, and at the sole cost and expense (including, without limitation, reasonable attorneys' fees) of Debtor, Debtor shall take all actions and execute and deliver any and all instruments, agreements, assignments, certificates and/or documents, reasonably required by the Agent to collaterally assign any and all of Debtor's material foreign patent, copyright and trademark registrations and applications now owned or hereafter acquired, to the extent constituting Collateral, in favor of the Agent. Upon the execution and delivery of any such collateral assignments or documents, the terms "Patents", "Copyrights", and "Trademarks" as used herein shall automatically be deemed amended to include such foreign patent, copyright and trademark registrations and applications, without any action required by any person or entity.

21. Waiver of Jury Trial. EACH OF THE DEBTOR, THE AGENT AND THE LENDERS IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM INCLUDING WITHOUT LIMITATION ANY CLAIM FOR ATTORNEY'S FEES, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT TO WHICH IT IS A PARTY OR ANY INSTRUMENT OR DOCUMENT DELIVERED THEREUNDER.

22. Reserved.

[Signature Pages Follow]



IN WITNESS WHEREOF, Debtor has duly executed this Intellectual Property Security Agreement in favor of the Agent, as of the date first written above.

**DEBTOR:**

STRAUSS HOLDINGS I LLC

By: Warren Bonham  
Name: Warren Bonham  
Title: Chairman of the Board

STRAUSS HOLDINGS II LLC

By: \_\_\_\_\_  
Name: Randal P. Strauss  
Title: President

STRAUSS BRANDS LLC

By: \_\_\_\_\_  
Name: Randal P. Strauss  
Title: President

GRAND PRIX FEEDERS, LLC

By: Strauss Brands LLC, its sole member  
By: \_\_\_\_\_  
Name: Randal P. Strauss  
Title: President

[Signature page to Intellectual Property Security Agreement.]

**IN WITNESS WHEREOF**, Debtor has duly executed this Intellectual Property Security Agreement in favor of the Agent, as of the date first written above.

**DEBTOR:**

STRAUSS HOLDINGS I LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STRAUSS HOLDINGS II LLC

By: \_\_\_\_\_  
Name: Randal P. Strauss  
Title: President

STRAUSS BRANDS LLC

By: \_\_\_\_\_  
Name: Randal P. Strauss  
Title: President

GRAND PRIX FEEDERS, LLC

By: Strauss Brands LLC, its sole member  
By: \_\_\_\_\_  
Name: Randal P. Strauss  
Title: President

[Signature page to Intellectual Property Security Agreement.]

STRAUSS LOGISTICS, LLC

By: Strauss Brands LLC, its sole member

By: \_\_\_\_\_  
Name: Randal P. Strauss  
Title: President

STRAUSS INVESTMENTS, LLC

By: Strauss Brands LLC, its sole member

By: \_\_\_\_\_  
Name: Randal P. Strauss  
Title: President

FREE RAISED DIRECT, LLC

By: Strauss Brands LLC, its sole member

By: \_\_\_\_\_  
Name: Randal P. Strauss  
Title: President

CHIAPPETTI, LLC

By: Strauss Brands LLC, its sole member

By: \_\_\_\_\_  
Name: Randal P. Strauss  
Title: President

**Agreed and Accepted**

**COMPEER FINANCIAL, PCA,**  
as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature page to Intellectual Property Security Agreement.]

STRAUSS LOGISTICS, LLC

By: Strauss Brands LLC, its sole member

By: \_\_\_\_\_  
Name: Randal P. Strauss  
Title: President

STRAUSS INVESTMENTS, LLC

By: Strauss Brands LLC, its sole member

By: \_\_\_\_\_  
Name: Randal P. Strauss  
Title: President

FREE RAISED DIRECT, LLC

By: Strauss Brands LLC, its sole member

By: \_\_\_\_\_  
Name: Randal P. Strauss  
Title: President

CHIAPPETTI, LLC

By: Strauss Brands LLC, its sole member

By: \_\_\_\_\_  
Name: Randal P. Strauss  
Title: President

**Agreed and Accepted**

**COMPEER FINANCIAL, PCA,**  
as Administrative Agent

By:   
Name: Aaron Tigert  
Title: VP, Food and Agribusiness

[Signature page to Intellectual Property Security Agreement.]

EXHIBIT A  
PATENTS

A. Issued Patents

*None.*

B. Pending Patent Applications

*None.*

EXHIBIT B  
TRADEMARKS

A. Registered and Pending Trademarks

The following trademarks are maintained by Strauss Brands, LLC:

<u>Trademark</u>	<u>Status</u>	<u>Application/Registration</u> <u>Date</u>	<u>Country</u>
IN YOUR STORE OR DIRECT TO YOUR DOOR  IN YOUR STORE OR DIRECT TO YOUR DOOR	Published	App 87699329 App 28-NOV-2017	United States
VEAL'S NEW DIRECTION  VEAL'S NEW DIRECTION	Registered	App 77726945 App 01-MAY-2009 Reg 3718239 Reg 01-DEC-2009	United States
FREE RAISED  FREE RAISED	Registered	App 77478189 App 19-MAY-2008 Reg 4190898 Reg 14-AUG-2012	United States
NATURE GIVES. WE ACCEPT.  NATURE GIVES. WE ACCEPT.	Registered	App 77391628 App 07-FEB-2008 Reg 4045694 Reg 25-OCT-2011	United States
MEADOW RESERVE  MEADOW RESERVE	Registered	App 77335245 App 21-NOV-2007 Reg 3857244 Reg 05-OCT-2010	United States
STRAUSS  STRAUSS	Renewed	App 78422938 App 21-MAY-2004 Reg 3298766 Reg 25-SEP-2007	United States
FREE RAISED  FREE RAISED	Renewed	App 78342854 App 18-DEC-2003 Reg 3406482 Reg 01-APR-2008	United States
ASPEN VALLEY LAMB	Renewed	App 76356473	United States

<u>Trademark</u>	<u>Status</u>	<u>Application/Registration Date</u>	<u>Country</u>
		App 08-JAN-2002 Reg 2746251 Reg 05-AUG-2003	
STRAUSS VEAL	Renewed	App 74095319 App 10-SEP-1990 Reg 1672699 Reg 21-JAN-1992	United States
U.S. VEAL Cross References: US VEAL	Renewed	Reg 03-OCT-2001 Renewed 21-SEP-2011	Wisconsin
FREE RAISED CompuMark Trademark: FREE RAISED	Registered	App 1391442 App 15-APR-2008 Reg TMA810871 Reg 02-NOV-2011	Canada
FREE RAISED	REGISTRATION (REGISTERED)	App 1235139 App 14-APR-2008 Reg 1235139 Reg 14-APR-2008	Australia

B. Other Trademarks

*None.*

EXHIBIT C  
LICENSE AGREEMENTS

1. Partnership and Brand Licensing Agreement by and between Strauss Brands, LLC (as successor by conversion to Strauss Brands, Inc.) and American Prairie Foundation (d/b/a American Prairie Reserve), and Montana Prairie Holdings, LLC, dated January 19, 2018.



EXHIBIT D  
COPYRIGHTS

Registered Copyrights:

*None.*