

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM534095

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Ag		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
West Liberty Foods, L.L.C.		07/26/2019	Limited Liability Company: IOWA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A., as Agent		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86118950	FOOD SAFETY: IT'S OUR FOCUS	
<b>Serial Number:</b>	85762544	PRODUCED AT A LANDFILL · FREE COMPANY	
<b>Serial Number:</b>	77591677	HEARTLAND'S BEST	
<b>Serial Number:</b>	77113307	THE SURPRISINGLY BIG COMPANY...	
<b>Serial Number:</b>	86128126	WLF WEST LIBERTY FOODS	
<b>Serial Number:</b>	85593445	WEST LIBERTY FOODS CLEAN ROOM FOOD PROCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8888295819		
<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>	(312) 288-3586		
<b>Email:</b>	CLS-ResultsChicagoUCC@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	2929 Allen Pkwy		
<b>Address Line 2:</b>	Suite 3300		
<b>Address Line 4:</b>	Houston, TEXAS 77019		
<b>NAME OF SUBMITTER:</b>	Nancy A. Zarazua		
<b>SIGNATURE:</b>	/Nancy A. Zarazua/		
<b>DATE SIGNED:</b>	07/29/2019		

OP \$165.00 86118950

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “*IP Security Agreement*”) dated July 26, 2019, is made by West Liberty Foods, L.L.C., an Iowa limited liability company (together with its successors and permitted assigns, “*Grantor*”), in favor of BMO Harris Bank N.A. (“*BMOHB*”), as administrative agent hereunder for the Secured Creditors (as defined in the Security Agreement referred to below) (BMOHB acting as such administrative agent and any successor or successors to BMOHB acting in such capacity being hereinafter referred to as the “*Agent*”).

WHEREAS, the Grantor has entered into a Security Agreement dated as of July 26, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), with the Agent. Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

AND WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Agent, for the benefit of the Agent and the other Secured Creditors, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Agent for the benefit of the Agent and the other Secured Creditors a security interest in all of the Grantor’s right, title and interest in and to the following (the “*Collateral*”):

- (a) the United States patents and patent applications set forth in Schedule A hereto (the “*Patents*”);
- (b) the United States trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the “*Trademarks or Service Marks*”);
- (c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);
- (d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

- (e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Secured Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Secured Obligations of the Grantor.

SECTION 3. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral 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. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

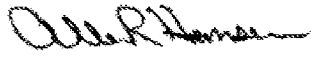
SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

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IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WEST LIBERTY FOODS, L.L.C.

By   
Name Allen R. Hansen  
Title Chief Financial Officer

ACCEPTED and ACKNOWLEDGED by:

BMO HARRIS BANK N.A., as Agent

By: 

Name: Andre Bonakdar

Title: Managing Director

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 006705 FRAME: 0993**

Schedule A  
to  
Intellectual Property Security Agreement

PATENTS

I. PATENT REGISTRATIONS

Patent No./Publication No./ Application No.	Issue Date/ Pub. Date/ App. Date	Title	Current Owner	Status
20170354158 15623027	14-DEC-2017 14-JUN-2017	SYSTEMS AND METHODS FOR MINIMIZING LIQUID OXIDATION IN FOOD PRODUCT	WEST LIBERTY FOODS	PUBLISHED
20150152660 14579582	04-JUN-2015 22-DEC-2014	CLEAN ROOM FOOD PROCESSING METHODS AND STRUCTURES	WEST LIBERTY FOODS, LLC	PUBLISHED
20120073243 13246027	29-MAR-2012 27-SEP-2011	CLEAN ROOM FOOD PROCESSING METHODS AND STRUCTURES	WEST LIBERTY FOODS, LLC	PUBLISHED
D610449 29331622	23-FEB-2010 29-JAN-2009	PACKAGING CONTAINER	WEST LIBERTY FOODS	DESIGN PATENT
D610450 29331623	23-FEB-2010 29-JAN-2009	PACKAGING CONTAINER	WEST LIBERTY FOODS	DESIGN PATENT
D587106 29305401	24-FEB-2009 19-MAR-2008	LUG PATTERN CONTAINER	WEST LIBERTY FOODS	DESIGN PATENT
9815219 20140260857	14-NOV-2017 18-SEPT-2014	ROTARY STRIP CUTTER	WEST LIBERTY FOODS, LLC	ISSUED
7707931 20050249632	04-MAY-2010 10-NOV-2005	CLEAN ROOM FOOD PROCESSING SYSTEMS, METHODS AND STRUCTURES	WEST LIBERTY FOODS, LLC	ISSUED

Schedule B  
to  
Intellectual Property Security Agreement

## TRADEMARKS

### I. TRADEMARK REGISTRATIONS

Mark	App. No./ App. Date	Reg. No./Reg. Date	Current Owner	Status
FOOD SAFETY: IT'S OUR FOCUS	86118950 14-NOV-2013	4571375 22-JUL-2014	WEST LIBERTY FOODS, L.L.C.	Registered
PRODUCED AT A LANDFILL · FREE COMPANY	85762544 24-OCT-2012	4902179 16-FEB-2016	WEST LIBERTY FOODS, L.L.C.	Registered
HEARTLAND'S BEST	77591677 13-OCT-2008	3828988 03-AUG-2010	WEST LIBERTY FOODS, L.L.C.	Registered
THE SURPRISINGLY BIG COMPANY...	77113307 22-FEB-2007	3583852 03-MAR-2009	WEST LIBERTY FOODS, L.L.C.	Registered
WLF West Liberty Foods	86128126 25-NOV-2013	4677452 27-JAN-2015	WEST LIBERTY FOODS, L.L.C.	Registered
WEST LIBERTY FOODS CLEAN ROOM FOOD PROCESSING SYSTEM	85593445 10-APR-2012	4434053 12-NOV-13	WEST LIBERTY FOODS, L.L.C.	Registered

### II. TRADEMARK APPLICATIONS

None.



Schedule C  
to  
Intellectual Property Security Agreement

COPYRIGHTS

I. COPYRIGHT REGISTRATIONS

None.

II. COPYRIGHT APPLICATIONS

None.

III. COPYRIGHT LICENSES

None.