

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629799

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest recorded at Reel 6189 Frame 0484		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association, as Collateral Agent		03/03/2021	national association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Simmons Foods, Inc.		
Street Address:	601 North Hico St.		
City:	Siloam Springs		
State/Country:	ARKANSAS		
Postal Code:	72761		
Entity Type:	Corporation: ARKANSAS		
Name:	Simmons Prepared Foods, Inc.		
Street Address:	601 North Hico St.		
City:	Siloam Springs		
State/Country:	ARKANSAS		
Postal Code:	72761		
Entity Type:	Corporation: ARKANSAS		
Name:	Simmons Pet Food, Inc.		
Street Address:	601 North Hico St.		
City:	Siloam Springs		
State/Country:	ARKANSAS		
Postal Code:	72761		
Entity Type:	Corporation: ARKANSAS		
Name:	Simmons Feed Ingredients, Inc.		
Street Address:	601 North Hico St.		
City:	Siloam Springs		
State/Country:	ARKANSAS		
Postal Code:	72761		
Entity Type:	Corporation: ARKANSAS		
PROPERTY NUMBERS Total: 35			

OP \$890.00 0616316

Property Type	Number	Word Mark
Registration Number:	0616316	CADILLAC
Registration Number:	2445829	SIMMONS
Registration Number:	2354345	SIMMONS
Registration Number:	3560136	WAFEER
Registration Number:	3314091	HEALTHY BY DESIGN
Registration Number:	2704822	FIT & ACTIVE
Registration Number:	3463169	STRONGHEART
Registration Number:	3441569	HEALTHY BY DESIGN
Registration Number:	4574441	HUSKY
Registration Number:	4517258	POINTER
Registration Number:	4461800	TWIN PET
Registration Number:	4533682	TONY
Registration Number:	4574878	KITTY
Registration Number:	4533730	KAM
Registration Number:	4533729	VIGO
Registration Number:	3253193	BLUE RIBBON
Registration Number:	2228494	SAGER CREEK FARMS
Registration Number:	0640432	TOWN & COUNTRY
Registration Number:	0979508	MENU MAKER
Registration Number:	0829553	TOWN & COUNTRY
Registration Number:	0701087	TOWN & COUNTRY
Registration Number:	3765598	NO-BONES
Registration Number:	4299359	MAD
Registration Number:	4444636	MAD WYNGZ
Registration Number:	4868296	READYCHEFGO!
Registration Number:	4875821	READY CHEF GO!
Registration Number:	4908290	SIMMONS SIGNATURE
Registration Number:	4908289	SIMMONS SIGNATURE
Registration Number:	5134195	CLEVER CHEF
Registration Number:	5134194	CLEVER CHEF
Registration Number:	4397455	PRO*TEMP
Registration Number:	3922507	TOP TURKEY
Registration Number:	4564687	PRO*GEL
Registration Number:	4669698	PRO*CAL
Serial Number:	87134135	STRONGHEART DOG FOOD

CORRESPONDENCE DATA

Fax Number: 3128637867

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.

Phone: 3128637267
Email: jaclyn.digrande@goldbergkohn.com
Correspondent Name: Jaclyn Di Grande - Paralegal
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 E Monroe St., Ste 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.354
--------------------------------	----------

NAME OF SUBMITTER:	Jaclyn Di Grande
---------------------------	------------------

SIGNATURE:	/jaclyn di grande/
-------------------	--------------------

DATE SIGNED:	03/04/2021
---------------------	------------

Total Attachments: 6

source=Wells 2L - Trademark Release#page1.tif
source=Wells 2L - Trademark Release#page2.tif
source=Wells 2L - Trademark Release#page3.tif
source=Wells 2L - Trademark Release#page4.tif
source=Wells 2L - Trademark Release#page5.tif
source=Wells 2L - Trademark Release#page6.tif

TERMINATION OF TRADEMARK SECURITY AGREEMENT

This Termination of Trademark Security Agreement (this "Termination"), is dated as of March 3, 2021, by and among the Grantors listed on the signature pages hereof (collectively, the "Grantors" and each individually, a "Grantor"), and Wells Fargo Bank, National Association, in its capacity as collateral agent under that certain Indenture dated as of October 24, 2017, referenced in the Security Agreement (as defined below) (the "Collateral Agent").

WHEREAS, pursuant to the terms and conditions of (i) the Security Agreement, dated as of October 24, 2017, among the Grantors, the other grantors party thereto, and the Collateral Agent (as amended from time to time, the "Security Agreement") and (ii) the Trademark Security Agreement, dated as of October 24, 2017, by and among the Grantors and Collateral Agent (as amended from time to time, the "TM Security Agreement") and recorded with the U.S. Patent and Trademark Office on October 25, 2017 at Trademark Reel 006189 and Frame 0484, each Grantor granted to the Collateral Agent a security interest in, and a lien upon, all of such Grantor's right, title and interest in and to, among other things, the Trademark Collateral (as such term is defined in the TM Security Agreement), including the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith set forth on Schedule I attached hereto.

WHEREAS, the Collateral Agent has agreed to terminate and release its security interest and all of its right, title and interest in each of the Trademark Collateral as herein provided.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement and the TM Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent and the Grantors hereby agree as follows:

1. Release and Assignment. The Collateral Agent hereby terminates and releases its security interest in and second priority lien on all of the Trademark Collateral, and the Collateral Agent hereby assigns and transfers to each Grantor, without recourse, all of the Collateral Agent's right, title and interest, if any, in and to each of the Trademark Collateral of such Grantor and the related trademark registrations and goodwill, effective as of the date set forth above. The Collateral Agent hereby terminates the TM Security Agreement.

2. Acknowledgment and Acceptance. Each Grantor hereby acknowledges and accepts the foregoing release and assignment by the Collateral Agent.

3. Counterparts. This Termination 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 agreement. Delivery of an executed counterpart of this release by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Termination. Any party delivering an executed counterpart of this Termination by telefacsimile or other electronic method of transmission also shall deliver an

original executed counterpart of this but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Termination.

4. No Other Releases. For the avoidance of doubt, this Termination solely pertains to the Security Agreement and TM Security Agreement referenced and defined herein and does not constitute a release by Wells Fargo Bank, National Association of any other liens or security interests held by it in any other capacity or otherwise now or hereafter on file in favor of Wells Fargo Bank, National Association in any capacity with the United States Patent and Trademark Office.

[Signature pages follow]

GRANTORS:

SIMMONS FOODS, INC.,

an Arkansas corporation

By: Kerry L. Hairston I

Name: Kerry L. Hairston I

Title: Senior Vice President of Finance and Treasurer

SIMMONS PREPARED FOODS, INC.,

an Arkansas corporation and successor-by-merger

to Simmons Custom Processing, Inc

By: Kerry L. Hairston I

Name: Kerry L. Hairston I

Title: Senior Vice President of Finance and Treasurer

SIMMONS PET FOOD, INC.,

(successor-by-merger to Simmons Pet Foods NJ, Inc.,

formerly known as Menu Foods, Inc.),

an Arkansas corporation

By: Kerry L. Hairston I

Name: Kerry L. Hairston I

Title: Senior Vice President of Finance and Treasurer

SIMMONS FEED INGREDIENTS, INC.,

an Arkansas corporation and successor-by-merger

to Pro*Cal, Inc.


By: Kerry L. Hairston I

Name: Kerry L. Hairston I

Title: Senior Vice President of Finance and Treasurer

COLLATERAL AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Patrick T. Giordano
Title: Vice President

SCHEDULE I

UNITED STATES TRADEMARKS:

Registrations:

Owner	Registration #	Trademark
Simmons Pet Food, Inc. ¹	0616316	Cadillac
Simmons Foods, Inc.	2445829	Simmons
Simmons Foods, Inc.	2354345	Simmons
Simmons Foods, Inc.	3560136	Wafeer
Simmons Pet Food, Inc.	3314091	Healthy by Design
Simmons Pet Food, Inc.	2704822	Fit & Active
Simmons Pet Food, Inc.	3463169	Strongheart
Simmons Pet Food, Inc.	3441569	Healthy by Design
Simmons Pet Food, Inc.	4574441	Husky
Simmons Pet Food, Inc.	4517258	Pointer
Simmons Pet Food, Inc.	4461800	Twin Pet
Simmons Pet Food, Inc.	4533682	Tony
Simmons Pet Food, Inc.	4574878	Kitty
Simmons Pet Food, Inc.	4533730	KAM
Simmons Pet Food, Inc.	4533729	Vigo
Simmons Prepared Foods, Inc.	3253193	Blue Ribbon
Simmons Prepared Foods, Inc.	2228494	Sager Creek Farms
Simmons Prepared Foods, Inc.	0640432	Town & Country
Simmons Prepared Foods, Inc.	0979508	Menu Maker
Simmons Prepared Foods, Inc.	0829553	Town & Country
Simmons Prepared Foods, Inc.	0701087	Town & Country
Simmons Prepared Foods, Inc.	3765598	No-Bones
Simmons Prepared Foods, Inc.	4299359	Mad
Simmons Prepared Foods, Inc.	4444636	Mad Wyngz
Simmons Prepared Foods, Inc.	4868296	ReadyChefGo!
Simmons Prepared Foods, Inc.	4875821	ReadyChefGo! and design
Simmons Prepared Foods, Inc.	4908290	Simmons Signature (stylized)
Simmons Prepared Foods, Inc.	4908289	Simmons Signature
Simmons Prepared Foods, Inc.	5134195	Clever Chef
Simmons Prepared Foods, Inc.	5134194	Clever Chef and design
Simmons Feed Ingredients, Inc.	4397455	Pro*Temp

¹ Registered in the name of Menu Foods, Inc.

Owner	Registration #	Trademark
Simmons Feed Ingredients, Inc.	3922507	Top Turkey
Simmons Feed Ingredients, Inc.	4564687	Pro*Gel
Simmons Feed Ingredients, Inc.	4669698	Pro*Cal

Applications:

Owner	Application#	Trademark
Simmons Pet Food, Inc.	87134135	Strongheart Dog Food and Design