

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI100730

<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>
Fieldale Farms Corporation		03/15/2024	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Bank of Montreal, as Agent		
<b>Street Address:</b>	320 South Canal Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2786412	SPRINGER MOUNTAIN FARMS	
<b>Registration Number:</b>	2314788	SPRINGER MOUNTAIN FARMS	
<b>Registration Number:</b>	1359436	BRAVO	
<b>Registration Number:</b>	2479709	POLLO FRESCO	
<b>Registration Number:</b>	2098235	SILVER MEDAL	
<b>Registration Number:</b>	977425	CONTROL PAK	
<b>Registration Number:</b>	1153495	CONTROL PAK	
<b>Registration Number:</b>	1874028	FIELDALE FARMS	
<b>Registration Number:</b>	977424	FB	
<b>Registration Number:</b>	1203765		
<b>Registration Number:</b>	1187907	WIZE BUY	
<b>Registration Number:</b>	1575286	WIZE BUY	
<b>Registration Number:</b>	976922	FIELDALE	
<b>Serial Number:</b>	97785392	SPRINGER MOUNTAIN FARMS SIMPLY SUPERIOR CHICKEN	
<b>Serial Number:</b>	97785387	SIMPLY SUPERIOR CHICKEN	
<b>Serial Number:</b>	97459189	SPRINGER MOUNTAIN FARMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

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*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** (312)288-3586  
**Email:** John.Cunningham@wolterskluwer.com  
**Correspondent Name:** CT Corporation  
**Address Line 1:** 208 S La Salle St  
**Address Line 2:** Ste 814  
**Address Line 4:** Chicago, ILLINOIS 60604

<b>NAME OF SUBMITTER:</b>	John Cunningham
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<b>SIGNATURE:</b>	John Cunningham
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<b>DATE SIGNED:</b>	03/18/2024
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**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 as of March 15, 2024, is made by Fieldale Farms Corporation, a Georgia corporation (together with its successors and permitted assigns, the “*Grantor*”), in favor of Bank of Montreal (“*BMO*”), as administrative agent hereunder for the Secured Creditors (as defined in the Credit Agreement (as defined in the Security Agreement referred to below)) (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as the “*Agent*”).

WHEREAS, the Grantor has entered into a Security Agreement dated as of the date hereof (as amended, restated, 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 (as defined in the Credit Agreement) 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.

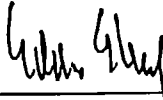
SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York (including Section 5-1401 and Section 5-1402 of the General Obligations Law of the State of New York) without regard to principles of conflicts of law.

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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.

FIELDALE FARMS CORPORATION, as Grantor

By   
Name: Eddie Elrod  
Title: Executive Vice President and Chief  
Financial Officer

ACCEPTED and ACKNOWLEDGED by:

BANK OF MONTREAL, as Agent

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


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.

FIELDALE FARMS CORPORATION, as Grantor

By \_\_\_\_\_  
Name: Eddie Elrod  
Title: Executive Vice President and Chief  
Financial Officer

ACCEPTED and ACKNOWLEDGED by:

BANK OF MONTREAL, as Agent

By   
Name: Lorinda Warr-Levi  
Title: Director

Schedule A  
to  
Intellectual Property Security Agreement

PATENTS

I. PATENT REGISTRATIONS

PATENTS	Registration Number	Registration Date	Jurisdiction Registered
Feed Truck Compartment Lid Control System	7264296	09/04/07	USA

II. PATENT APPLICATIONS

None.

Schedule B  
to  
Intellectual Property Security Agreement

TRADEMARKS

I. TRADEMARK REGISTRATIONS

TRADEMARK	Registration Number	Registration Date	Jurisdiction Registered
Springer Mountain Farms	2786412	11.25.03	USA
Springer Mountain Farms & Design	2314788	02.01.00	USA
Bravo	1359436	09.10.85	USA
Pollo Fresco	2479709	08.21.01	USA
Silver Medal	2098235	09.16.97	USA
Control Pak	977425	01.22.74	USA
Control Pak	1153495	05.05.81	USA
Fieldale Farms	1874028	01/17/95	USA
FB	977424	01/22/74	USA
*Design Only*	1203765	08/03/82	USA
Wize Buy	1187907	01/26/82	USA
Wize Buy	1575286	01/02/90	USA
Fieldale	976922	01/15/74	USA
Springer Moutain Farms Simply Superior Chicken	97785392	6/30/2023	USA
Simply Superior Chicken	97785387	6/30/2023	USA
Springer Mountain Farms	97459189	6/30/2023	USA

II. TRADEMARK APPLICATIONS

None.



Schedule C  
to  
Intellectual Property Security Agreement

COPYRIGHTS

I. COPYRIGHT REGISTRATIONS

None.

II. COPYRIGHT APPLICATIONS

None.

III. COPYRIGHT LICENSES

None.