

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: TMI132409

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prime Meats, LLC		03/29/2024	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Company Name:	NXT Capital, LLC, as Agent		
Street Address:	191 North Wacker Drive, 30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3095630	SAN CARLOS	
Serial Number:	98113662	GUSTO	
Serial Number:	98113519	OCEAN'S RESERVE	
Serial Number:	98113488	FORKFUL	
Serial Number:	98113643	SOUTHERN BEEF	
Serial Number:	98208258	MARBLE HILLS RANCH	
Serial Number:	98212227	SOUTHERN RANCH	
Serial Number:	98470497	GUSTO	
Serial Number:	98470581	OCEAN'S RESERVE	
Serial Number:	98470310	FORKFUL	
Serial Number:	98470660	SOUTHERN BEEF	
Serial Number:	98470537	MARBLE HILLS RANCH	
Serial Number:	98470671	SOUTHERN RANCH	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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>			
Phone:	3125778438		
Email:	raquel.haleem@katten.com		

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Correspondent Name: Raquel Haleem c/o Katten Muchin
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER: Raquel Haleem

SIGNATURE: Raquel Haleem

DATE SIGNED: 03/29/2024

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) made as of this 29th day of March 2024, by Prime Meats, LLC, a Georgia limited liability company (“**Grantor**”), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, “**Grantee**”):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of the date hereof, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Collateral Agreement. The Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (other than any Excluded Property) (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:


(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

PRIME MEATS, LLC, a Georgia limited liability company

By: 
Name: Daniel Arcila
Title: Chief Operating Office

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

PRIME MEATS, LLC

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above:

NXT CAPITAL, LLC,
as Agent

By: *Margaret Callaghan*
margaret.callaghan@nxtcapital.com
Name: Margaret Callaghan
Title: Vice President

SCHEDULE 1

Trademark Registrations

Trademark	Registration Number	Registration Date	Jurisdiction
SAN CARLOS	3,095,630	5/23/2006	US

Trademark Applications

Trademark	Application Number	Application Date	Jurisdiction
GUSTO	98/113,662	8/2/2023	US
OCEAN'S RESERVE	98/113,519	8/2/2023	US
FORKFUL	98/113,488	8/2/2023	US
SOUTHERN BEEF	98/113,643	8/2/2023	US
MARBLE HILLS RANCH	98/208,258	10/3/2023	US
SOUTHERN RANCH	98/212,227	10/6/2023	US
GUSTO	98/470,497	3/27/2024	US
OCEAN'S RESERVE	98/470,581	3/27/2024	US
FORKFUL	98/470,310	3/27/2024	US
SOUTHERN BEEF	98/470,660	3/27/2024	US
MARBLE HILLS RANCH	98/470,537	3/27/2024	US
SOUTHERN RANCH	98/470,671	3/27/2024	US