

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414721

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FPL FOOD LLC		02/02/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MARQUETTE BUSINESS CREDIT, LLC		
Street Address:	5910 N. Central Expressway, Suite 1900		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75206		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3616941	CHÂTEL FARMS	
Registration Number:	3276448	FPL FOOD LLC	
Registration Number:	3824440	RED MAPLE FARMS	
Registration Number:	4632982	SIMPLE CREATIONS	
Registration Number:	3604109	SOLSTICE	
Registration Number:	4318029	SOUTHERN RIVER FARMS	
Serial Number:	87193271	CHATEL FARMS	
Serial Number:	87193270	CHATEL FARMS CF	
Serial Number:	87278557	HONEST TO GOODNESS	
Serial Number:	86873968	SOLSTICE CARNES	
Serial Number:	86874499	SOLSTICE MEATS	
Serial Number:	87278543	TRUE TO NATURE	
CORRESPONDENCE DATA			
Fax Number:	7044448847		
<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:	404-456-5010		
Email:	ksaltrick@mcguirewoods.com		
Correspondent Name:	McGuireWoods LLP		

OP \$315.00 3616941

Address Line 1: 1230 Peachtree Street, N.E., Suite 2100
Address Line 2: Attention: Anthony Cianciotti, Esq.
Address Line 4: Atlanta, GEORGIA 30309-3534

NAME OF SUBMITTER: ANTHONY CIANCIOTTI

SIGNATURE: /S/ ANTHONY CIANCIOTTI

DATE SIGNED: 02/02/2017

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "IP Security Agreement") is made as of February 2, 2017, among **FPL FOOD LLC**, a Delaware limited liability company, each of its Subsidiaries and Affiliates listed on the signature pages hereto as a Grantor or which becomes a Grantor hereunder from time to time (collectively, "Grantors" and each a "Grantor"), and **MARQUETTE BUSINESS CREDIT, LLC**, a Delaware limited liability company (together with its successors and assigns, the "Lender"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement (defined below).

RECITALS

WHEREAS, pursuant to that certain Loan and Security Agreement dated on or about the date hereof, between **FPL FOOD LLC**, a Delaware limited liability company ("Borrower"), and Lender (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), Lender has agreed, subject to the terms and conditions set forth therein, to make certain loans to Borrower; and

WHEREAS, it is a condition precedent to the obligation of Lender to execute and perform under the Loan Agreement that Grantors execute and deliver this IP Security Agreement to Lender;

NOW, THEREFORE, in consideration of the willingness of Lender to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to continue to make the loans to Borrower pursuant to the Loan Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure all of Borrower's Obligations under the Loan Agreement, Grantors hereby grant to Lender a continuing security interest in all of the right, title and interest of each Grantor in and to all Intellectual Property rights held by such Grantor, including without limitation, the following collateral, whether now owned or hereafter acquired, but excluding any intellectual property for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such intellectual property (the "IP Collateral");

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) The U.S. and foreign trademark and service mark registrations, trademark and service mark applications, and unregistered tradenames and trademarks, set forth on Schedule C attached hereto, including, without limitation, all common-law rights related to, and goodwill of the business associated with the foregoing (collectively, the "Trademarks");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances, continuations, continuations in-part and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Lender in the IP Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, each Grantor shall, upon request, execute and deliver to Lender an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to Lender.

4. After-acquired IP Collateral. If, prior to the termination of the security interests granted herein pursuant to the terms hereof, any Grantor shall obtain any right, title or interest in or to any other or new Copyrights, Patents or Trademarks, or become entitled to the benefit of any other or new Copyrights, Patents or Trademarks, the provisions of this IP Security Agreement shall automatically apply thereto and such Grantor shall give notice thereof in writing to Lender within thirty (30) days of the end of the applicable fiscal quarter during the term of this IP Security Agreement during which such IP Collateral was initiated or obtained and execute and deliver to Lender such documents or instruments as Lender may reasonably request further to implement, preserve or evidence Lender's interest therein.

5. Power of Attorney. Each Grantor hereby irrevocably grants to Lender a power of attorney, to act as such Plegor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in Lender's discretion, to take any action and to execute any instrument that Lender may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of Lender without first obtaining any Grantor's approval thereof or signature thereto), but after providing notice to such Grantor, Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any IP Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of Lender without first obtaining any Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Lender's interest or such Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the the United States Copyright Office, the

United States Patent and Trademark Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; provided, however, unless an Event of Default has occurred and is continuing, Lender will not take any actions which result in an assignment or transfer of title of such IP Collateral to Lender. Notwithstanding the foregoing, unless an Event of Default has occurred and is continuing, Lender shall not undertake prosecution of any pending patent application listed in Schedule B before the United States Patent and Trademark Office; responsibility for such prosecution of any pending patent application listed on Schedule B shall remain with such Grantor's attorney of record before the United States Patent and Trademark Office;

(c) To execute any document required to acknowledge, register or perfect the interest of Lender in any part of the IP Collateral without the signature of any Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse any Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the IP Collateral, and (ii) take any other actions with respect to the IP Collateral as Lender deems to be in the best interest of Lender in its reasonable discretion.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Obligations secured hereby have been unconditionally and indefeasibly paid or performed in full and the Loan Agreement has been terminated (except for any obligations designated under the Loan Agreement as continuing on an unsecured basis).

6. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all Borrower's Obligations (other than inchoate indemnification obligations) and (b) the termination of all commitments of Lender to extend financing to Grantor under the Loan Agreement. Upon any such termination, Lender (at a Grantor's request and sole expense) will promptly execute and deliver to such Grantor (with such customary representations and warranties from a secured Lender releasing its lien as such Grantor may reasonably request) such documents as such Grantor may reasonably request and as are provided to Lender to evidence such termination.

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Loan Agreement. The rights and remedies of Grantors and Lender with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the Loan Documents, the provisions of the Loan Agreement or the Loan Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

(c) THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS IP SECURITY AGREEMENT AND ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS IP SECURITY AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY SHALL BE GOVERNED BY, CONSTRUED UNDER, AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTOR:

FPL FOOD LLC

By: 

Name: François Leger

Title: Chief Executive Officer

LENDER:

MARQUETTE BUSINESS CREDIT, LLC

By: _____

Name: Todd Pacifico

Title: Senior Vice President

FPL Food LLC
INTELLECTUAL PROPERTY SECURITY AGREEMENT
Signature Page

TRADEMARK
REEL: 005982 FRAME: 0608

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTOR:

FPL FOOD LLC

By: _____
Name: François Leger
Title: Chief Executive Officer

LENDER:

MARQUETTE BUSINESS CREDIT LLC

By: _____
Name: Todd Pacifico
Title: Senior Vice President

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights

None

Pending Copyright Applications

None

SCHEDULE B

PATENT COLLATERAL

Registered Patents

None




Pending Patent Applications

None



SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademark Applications

COUNTRY	COMPANY	MARK	REG. NO.	REG. DATE
European Union IPO	FPL Food LLC	CHATEL FARMS AND DESIGN 	8832396	7/13/2010
European Union IPO	FPL Food LLC	RED MAPLE FARMS	8832552	6/18/2010
Switzerland	FPL Food LLC	RED MAPLE FARMS	600125	5/7/2010
United States of America	FPL Food LLC	CHATEL FARMS AND DESIGN 	3616941	5/5/2009
United States of America	FPL Food LLC	FPL FOOD LLC AND DESIGN 	3276448	8/7/2007
United States of America	FPL Food LLC	RED MAPLE FARMS	3824440	7/27/2010
United States of America	FPL Food LLC	SIMPLE CREATIONS	4632982	11/4/2014
United States of America	FPL Food LLC	SOLSTICE	3604109	4/7/2009
United States of America	FPL Food LLC	SOUTHERN RIVER FARMS	4318029	4/9/2013

Pending Trademark Applications

COUNTRY	COMPANY	MARK	SERIAL NO.	FILING DATE
United States of America	FPL Food LLC	CHATEL FARMS	87/193,271	10/5/2016
United States of America	FPL Food LLC	CHATEL FARMS Logo 	87/193,270	10/5/2016
United States of America	FPL Food LLC	HONEST TO GOODNESS	87/278,557	12/22/2016
United States of America	FPL Food LLC	SOLSTICE CARNES	86/873,968	1/13/2016
United States of America	FPL Food LLC	SOLSTICE MEATS LOGO 	86/874,499	1/13/2016
United States of America	FPL Food LLC	TRUE TO NATURE	87/278,543	12/22/2016

Unregistered Trademarks

None

SCHEDULE D

DOMAIN NAMES

Domain	Registration Date	Expiration Date
FPLFOOD.NET	02/22/2013	02/22/2017
FPLFOOD.COM	08/24/2008	08/24/2017
FPLBEEF.COM	09/18/2009	09/18/2017