

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448423

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		10/24/2017	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Simmons Foods, Inc.		
Street Address:	601 N. Hico		
City:	Siloam Springs		
State/Country:	ARKANSAS		
Postal Code:	72761		
Entity Type:	Corporation: ARKANSAS		
Name:	Simmons Prepared Foods, Inc. successor to Simmons Custom Processing, Inc.		
Street Address:	601 N. Hico		
City:	Siloam Springs		
State/Country:	ARKANSAS		
Postal Code:	72761		
Entity Type:	Corporation: ARKANSAS		
Name:	Simmons Pet Food, Inc.		
Street Address:	601 N. Hico		
City:	Siloam Springs		
State/Country:	ARKANSAS		
Postal Code:	72761		
Entity Type:	Corporation: ARKANSAS		
Name:	Simmons Feed Ingredients, Inc. successor by merger to Pro*Cal, Inc.		
Street Address:	601 N. Hico		
City:	Siloam Springs		
State/Country:	ARKANSAS		
Postal Code:	72761		
Entity Type:	Corporation: ARKANSAS		
Name:	Simmons Pet Food NJ, Inc. (formerly known as Menu Foods, Inc.)		
Street Address:	601 N. Hico		
City:	Siloam Springs		
TRADEMARK			

OP \$740.00 0616316

State/Country:	ARKANSAS
Postal Code:	72761
Entity Type:	Corporation: NEW JERSEY

PROPERTY NUMBERS Total: 29

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:	3896770	BENTO
Registration Number:	4299359	MAD
Registration Number:	4444636	MAD WYNGZ
Registration Number:	4397455	PRO*TEMP
Registration Number:	3922507	TOP TURKEY
Registration Number:	4564687	PRO*GEL
Registration Number:	4669698	PRO*CAL

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

TRADEMARK

REEL: 006189 FRAME: 0133

Phone: 800-713-0755
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 10/24/2017

Total Attachments: 7

source=a35. Simmons - Trademark Security Release#page1.tif
source=a35. Simmons - Trademark Security Release#page2.tif
source=a35. Simmons - Trademark Security Release#page3.tif
source=a35. Simmons - Trademark Security Release#page4.tif
source=a35. Simmons - Trademark Security Release#page5.tif
source=a35. Simmons - Trademark Security Release#page6.tif
source=a35. Simmons - Trademark Security Release#page7.tif

TERMINATION OF TRADEMARK SECURITY AGREEMENT

This Termination of Trademark Security Agreement (this "Termination"), is dated as of October 24, 2017, 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 1, 2014 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 1, 2014, 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 1, 2014, 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 3, 2014 at Trademark Reel 005374 and Frame 0470, 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]

IN WITNESS WHEREOF, the undersigned have executed this Termination as of the date first set forth above.

GRANTORS:

SIMMONS FOODS, INC.,
an Arkansas corporation

By: Kerry L. Hairston I
Name: Kerry L. Hairston I
Title: 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: Vice President of Finance and Treasurer

SIMMONS PET FOOD, INC.,
an Arkansas corporation

By: Kerry L. Hairston I
Name: Kerry L. Hairston I
Title: 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: Vice President of Finance and Treasurer

SIMMONS PET FOOD NJ, INC.
(formerly known as Menu Foods, Inc.),
a New Jersey corporation

By: Kerry L. Hairston I
Name: Kerry L. Hairston I
Title: Vice President of Finance and Treasurer

[Signature Page to Termination of Trademark Security Agreement]

COLLATERAL AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 

Name: Patrick T. Giordano

Title: Vice President

[Signature Page to Trademark Release]

TRADEMARK

REEL: 006189 FRAME: 0138

Schedule I - Trademarks

Registrations:

Owner	Registration #	Trademark
Menu Foods, Inc.	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.	3896770	Bento
Simmons Prepared Foods, Inc.	4299359	Mad
Simmons Prepared Foods, Inc.	4444636	Mad Wyngz
Simmons Feed Ingredients, Inc	4397455	Pro*Temp
Simmons Feed Ingredients, Inc	3922507	Top Turkey
Simmons Feed Ingredients, Inc	4564687	Pro*Gel
Simmons Feed Ingredients, Inc	4669698	Pro*Cal