

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482362

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Simmons Foods, Inc.		07/18/2018	Corporation: ARKANSAS
Simmons Prepared Foods, Inc.		07/18/2018	Corporation: ARKANSAS
Simmons Pet Food, Inc.		07/18/2018	Corporation: ARKANSAS
Simmons Feed Ingredients, Inc.		07/18/2018	Corporation: ARKANSAS
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	15950 N. Dallas Pkwy, Suite 550		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75248		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 37			
Property Type	Number	Word Mark	
Registration Number:	2445829	SIMMONS	
Registration Number:	2354345	SIMMONS	
Registration Number:	3560136	WAFEER	
Registration Number:	0616316	CADILLAC	
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	

OP \$940.00 2445829

Property Type	Number	Word Mark
Registration Number:	5341886	STRONGHEART DOG FOOD
Registration Number:	5475007	HEALTHY BY DESIGN
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:	86983971	SIMMONS

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.

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.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: 07/18/2018

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 18th day of July, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association (“WTNA”), in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Indenture, dated as of July 18, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the “Indenture”) by and among SIMMONS FOODS, INC., an Arkansas corporation (“Simmons Foods”), SIMMONS PET FOOD, INC., an Arkansas corporation (“Pet Food”), SIMMONS FEED INGREDIENTS, INC., an Arkansas corporation (“Feed Ingredients”), SIMMONS PREPARED FOODS, INC., an Arkansas corporation (“Prepared Foods”) and SIMMONS ENERGY SOLUTIONS, INC., an Arkansas corporation (“Energy Solutions”; and together with Simmons Foods, Pet Food, Feed Ingredients, Prepared Foods and Energy Solutions, are referred to hereinafter each individually as an “Issuer” and collectively, jointly and severally, as the “Issuers”), WILMINGTON TRUST, NATIONAL ASSOCIATION, as trustee, and the Collateral Agent, the Issuers issued \$250,000,000 aggregate principal amount of 7.75% Senior Secured Notes due 2024; and

WHEREAS, the Grantors have executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, that certain Security Agreement, dated as of July 18, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Indenture, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Sections 1(b) and 1(c) of the Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to the Collateral Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such

Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Collateral Agent or the other Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Collateral Agent with respect to any such new trademarks. Without limiting Grantors' obligations under this Section, Grantors hereby authorize the Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Security Document. This Trademark Security Agreement 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 Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

8. Collateral Agent. Each reference herein to any right granted to, benefit conferred upon or power exercisable by the "Collateral Agent" shall be a reference to the Collateral Agent, for the benefit of the Secured Parties. In addition to, but not in lieu of, the rights (including indemnification rights), benefits, privileges, protections and immunities granted to the Collateral Agent hereunder, the Collateral Agent shall have all of the rights (including indemnification rights), benefits, privileges, protections and immunities granted to the Collateral Agent in its capacity as such under the Indenture, all of which are incorporated herein mutatis mutandis.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

SIMMONS FOODS, INC.

an Arkansas corporation

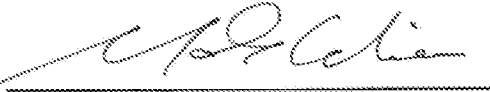
By: 

Name: Mark A. Wiens

Title: Executive Vice President and Chief Financial Officer

SIMMONS PREPARED FOODS, INC.

an Arkansas corporation

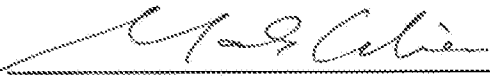
By: 

Name: Mark A. Wiens

Title: Executive Vice President and Chief Financial Officer

SIMMONS PET FOOD, INC.

an Arkansas corporation

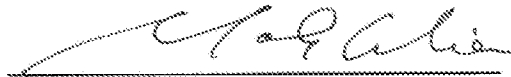
By: 

Name: Mark A. Wiens

Title: Executive Vice President and Chief Financial Officer

SIMMONS FEED INGREDIENTS, INC.

an Arkansas corporation

By: 

Name: Mark A. Wiens


Title: Executive Vice President and Chief Financial Officer

[Signature Page to Trademark Security Agreement]

COLLATERAL AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Agent**

By: 
Name: Shawn Goffinet
Title: Assistant Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 006411 FRAME: 0487**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Owner	Registration #	Trademark
Simmons Foods, Inc.	2445829	Simmons
Simmons Foods, Inc.	2354345	Simmons
Simmons Foods, Inc.	3560136	Wafeer
Simmons Pet Food, Inc. ¹	0616316	Cadillac
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 Pet Food, Inc.	5341886	Strongheart Dog Food and Design
Simmons Pet Food, Inc.	5475007	Healthy by Design and design
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

¹ Record owner name Menu Foods, Inc.

Owner	Registration #	Trademark
Simmons Prepared Foods, Inc.	5134195	Clever Chef
Simmons Prepared Foods, Inc.	5134194	Clever Chef and design
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

Trademark Applications:

Owner	Application#	Trademark
Simmons Foods, Inc.	86983971	Simmons (stylized)

Other Trademark Registrations:

Owner	Country	Registration #	Trademark
Simmons Foods, Inc.	China	1,281,531	Simmons

Owner	State	Registration #	Trademark
Simmons Pet Food, Inc.	Oklahoma	12006361	Bolo

Other Trademark Applications:

Owner	Country	Application #	Trademark
Simmons Pet Food, Inc.	Canada	1772900	Healthy by Design

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Simmons Foods, Inc.
- 2. Simmons Prepared Foods, Inc.
- 3. Simmons Pet Food, Inc.
- 4. Simmons Feed Ingredients, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: 1-4. AR
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 18, 2018

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wilmington Trust, National Association

Street Address: 15950 N. Dallas Pkwy, Suite 550

City: Dallas

State: TX

Country: USA Zip: 75248

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

37

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

July 18, 2018

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

RECORDED: 07/18/2018

REEL: 006411 FRAME: 0490