

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM670851

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MONOGRAM PREPARED MEATS, LLC		08/27/2021	Limited Liability Company: DELAWARE
MONOGRAM FOOD SOLUTIONS, LLC		08/27/2021	Limited Liability Company: DELAWARE
MONOGRAM APPETIZERS, LLC		08/27/2021	Limited Liability Company: DELAWARE
MONOGRAM GOURMET FOODS, LLC		08/27/2021	Limited Liability Company: DELAWARE
MONOGRAM BRANDS, LLC		08/27/2021	Limited Liability Company: DELAWARE
MONOGRAM MEAT SNACKS, LLC		08/27/2021	Limited Liability Company: DELAWARE
MONOGRAM SNACKS MARTINSVILLE, LLC		08/27/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., as Collateral Agent
Street Address:	383 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10179
Entity Type:	Corporation: D.C.

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	3343031	BROOKFIELD FARMS
Registration Number:	3343033	BROOKFIELD FARMS
Registration Number:	2789575	BULL'S
Registration Number:	4693499	CARNIVAL DOGS
Registration Number:	4693498	CARNIVAL DOGS
Registration Number:	3527337	CIRCLE B BRAND
Registration Number:	5028112	EASY BACON
Registration Number:	5644408	ELVIS & LOLA
Registration Number:	5167222	FARMER'S PRIDE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6166569	FARMER'S PRIDE
Registration Number:	1803845	HANNAH'S 1 ONE AND ONLY RED HOT 5 ALARMS
Registration Number:	1747267	HANNAH'S ONE AND ONLY RED HOT SAUSAGE
Registration Number:	2507104	HAPPY TRAILS
Registration Number:	2169689	KING COTTON
Registration Number:	3579170	KING COTTON
Registration Number:	3696602	KING COTTON PLUMP 'N' TENDER
Registration Number:	2552566	
Registration Number:	3527345	
Registration Number:	2812115	O'BRIEN'S
Registration Number:	3211081	ORIGINAL RANGOON
Registration Number:	3211089	
Registration Number:	1809380	RIGHTLY SEASONED
Registration Number:	2555829	
Registration Number:	4698163	SNAPPS
Registration Number:	2555824	TASTE THE MAGIC
Registration Number:	3211082	THE CATERER'S CHOICE
Registration Number:	2229838	TNT
Registration Number:	2904023	TNT ONE AND ONLY
Registration Number:	1522788	TRAIL'S BEST
Registration Number:	5861486	TRAIL'S BEST
Registration Number:	2184178	W.B.
Registration Number:	5578493	W.B.
Registration Number:	3177093	WILD BILL'S
Serial Number:	90631826	KING MEATS
Serial Number:	90606559	KING OF MEATS
Serial Number:	90631837	KING'S
Serial Number:	90631833	KING RIGHTLY SEASONED!
Serial Number:	90606568	KING'S RIGHTLY SEASONED
Serial Number:	90235562	TWISTED SAINTS
Serial Number:	90433171	MONOGRAM HEMP
Serial Number:	90433742	M H
Serial Number:	90318254	KING COUNTRY

CORRESPONDENCE DATA

Fax Number: 2122305199

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: 212-318-6518

Email: terrenceboyle@paulhastings.com
Correspondent Name: Terrence G. Boyle
Address Line 1: c/o Paul Hastings LLP
Address Line 2: 200 Park Avenue
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER: 90091.00009

NAME OF SUBMITTER: Terrence G. Boyle

SIGNATURE: /s/ Terrence G. Boyle

DATE SIGNED: 08/27/2021

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 27, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**,” and, collectively, the “**Grantors**”) in favor of JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to the Security Agreement, dated as of August 27, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent for the Secured Parties pursuant to which the Grantors granted a security interest to the Collateral Agent (on behalf of the Secured Parties) in the Trademark Collateral (as defined below) and are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As collateral security for the payment or performance when due of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided* that, the Trademark Collateral shall not include any Excluded Assets (such as any intent-to-use Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration that issues therefrom under applicable federal law):

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“USPTO”), including the registrations and

registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for any past, present and future infringements, dilutions, misappropriations or other violations thereof,

(iii) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and

(iv) all other rights, priorities and privileges corresponding to the foregoing throughout the world, and

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations); *provided that* the security interest in the Trademark Collateral may also be released pursuant to Section 6.11(c) of the Security Agreement. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, and make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MONOGRAM PREPARED MEATS, LLC

By: 
Name: Karl Schledwitz
Title: Chief Executive Officer

MONOGRAM FOOD SOLUTIONS, LLC

By: 
Name: Karl Schledwitz
Title: Chairman and Chief Executive Officer

MONOGRAM APPETIZERS, LLC

By: 
Name: Karl Schledwitz
Title: Chief Executive Officer

MONOGRAM GOURMET FOODS, LLC

By: 
Name: Karl Schledwitz
Title: Chief Executive Officer

MONOGRAM BRANDS, LLC

By: 
Name: Karl Schledwitz
Title: Chief Executive Officer

MONOGRAM MEAT SNACKS, LLC

By: 
Name: Karl Schledwitz
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

MONOGRAM SNACKS MARTINSVILLE,
LLC

By: 

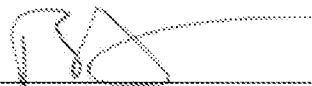
Name: Karl Schledwitz

Title: Chief Executive Officer

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 007406 FRAME: 0382

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By:  _____

Name: Brandon Abney
Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007406 FRAME: 0383

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Owner	Trademark	Registration No.	Registration Date	Status
Monogram Prepared Meats, LLC	BROOKFIELD FARMS	3,343,031	11/27/2007	Registered
Monogram Prepared Meats, LLC	BROOKFIELD FARMS & DESIGN	3,343,033	11/27/2007	Registered
Monogram Snacks Martinsville, LLC	BULL'S	2,789,575	12/2/2003	Registered
Monogram Meat Snacks, LLC	CARNIVAL DOGS	4,693,499	2/24/2015	Registered
Monogram Meat Snacks, LLC	CARNIVAL DOGS (Design)	4,693,498	2/24/2015	Registered
Monogram Brands, LLC	CIRCLE B BRAND (AND DESIGN)	3,527,337	11/4/2008	Registered
Monogram Food Solutions, LLC	EASY BACON	5,028,112	8/23/2016	Registered
Monogram Food Solutions, LLC	ELVIS & LOLA	5,644,408	1/1/2019	Registered
Monogram Food Solutions, LLC	FARMER'S PRIDE (LOGO)	5,167,222	3/21/2017	Registered
Monogram Food Solutions, LLC	FARMER'S PRIDE (STYLIZED)	6,166,569	10/6/2020	Registered
Monogram Snacks Martinsville, LLC	HANNAH'S 1 ONE AND ONLY RED HOT 5 ALARMSAUSAGE (AND DESIGN)	1,803,845	11/9/1993	Registered
Monogram Snacks Martinsville, LLC	HANNAH'S ONE AND ONLY RED HOT SAUSAGE (AND DESIGN)	1,747,267	1/19/1993	Registered

EXECUTION VERSION

Monogram Meat Snacks, LLC	HAPPY TRAILS	2,507,104	11/13/2001	Registered ¹
Monogram Brands, LLC	KING COTTON (AND DESIGN)	2,169,689	6/30/1998	Registered
Monogram Brands, LLC	KING COTTON (AND DESIGN)	3,579,170	2/24/2009	Registered
Monogram Brands, LLC	KING COTTON PLUMP 'N' TENDER (AND DESIGN)	3,696,602	10/13/2009	Registered
Monogram Snacks Martinsville, LLC	LEPRECHAUN DESIGN	2,552,566	3/26/2002	Registered
Monogram Snacks Martinsville, LLC	LEPRECHAUN DESIGN (REVERSE)	3,527,345	11/4/2008	Registered
Monogram Snacks Martinsville, LLC	O'BRIEN'S	2,812,115	2/10/2004	Registered
Monogram Gourmet Foods, LLC	ORIGINAL RANGOON	3,211,081	2/20/2007	Registered
Monogram Gourmet Foods, LLC	RICKSHAW (DESIGN)	3,211,089	2/20/2007	Registered
Monogram Brands, LLC	RIGHTLY SEASONED	1,809,380	12/7/1993	Registered
Monogram Snacks Martinsville, LLC	SHOOTER DESIGN	2,555,829	4/2/2002	Registered
Monogram Appetizers, LLC	SNAPPS	4,698,163	3/10/2015	Registered
Monogram Snacks Martinsville, LLC	TASTE THE MAGIC	2,555,824	4/2/2002	Registered
Monogram Gourmet Foods, LLC	THE CATERER'S CHOICE	3,211,082	2/20/2007	Registered
Monogram Snacks Martinsville, LLC	TNT	2,229,838	3/9/1999	Registered
Monogram Snacks Martinsville, LLC	TNT ONE AND ONLY (AND DESIGN)	2,904,023	11/23/2004	Registered

¹ NTD: Monogram intends to let this filing lapse.

EXECUTION VERSION

Monogram Meat Snacks, LLC	TRAIL'S BEST	1,522,788	1/31/1989	Registered
Monogram Meat Snacks, LLC	TRAIL'S BEST (TREE DESIGN)	5,861,486	9/17/2019	Registered
Monogram Meat Snacks, LLC	W.B. (AND DESIGN)	2,184,178	8/25/1998	Registered
Monogram Meat Snacks, LLC	W.B. (AND DESIGN)	5,578,493	10/9/2018	Registered
Monogram Meat Snacks, LLC	WILD BILL'S	3,177,093	11/28/2006	Registered

TRADEMARK APPLICATIONS

Owner	Trademark	Application No.	Application Date	Status
Monogram Brands, LLC	KING MEATS (CHECKERBOARD STACKED DESIGN BW)	App. No. 90631826	App Date 04/08/2021	Pending
Monogram Brands, LLC	KING OF MEATS (CHECKERBOARD DESIGN)	App. No. 90606559	App Date 03/26/2021	Pending
Monogram Brands, LLC	KING'S (CHECKERBOARD DESIGN BW)	App. No. 90631837	App Date 04/08/2021	Pending
Monogram Brands, LLC	KING'S RIGHTLY SEASONED (CHECKERBOARD DESIGN)	App. No. 90631833	App Date 04/08/2021	Pending
Monogram Brands, LLC	KING'S RIGHTLY SEASONED (CHECKERBOARD STACKED DESIGN BW)	App. No. 90606568	App Date 03/26/2021	Pending
Monogram Brands, LLC	TWISTED SAINTS Design	App No. 90235562	App Date 10/05/2020	Pending

EXECUTION VERSION

Monogram Brands, LLC	MONOGRAM HEMP	App No. 90433171	App Date 12/30/2020	Pending
Monogram Brands, LLC	M H Design	App No. 90433742	App Date 12/30/2020	Pending
Monogram Brands, LLC	KING COUNTRY (CHECKERBOARD DESIGN)	App. No. 90318254	App Date 11/13/2020	Pending