

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5524698

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
THE HONEY BAKED HAM COMPANY, LLC	05/13/2019
RECEIVING PARTY DATA	
Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	249 FIFTH AVENUE
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15222
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7214403
Application Number:	29687224
CORRESPONDENCE DATA	
Fax Number:	(205)244-5714
<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:	205-458-5284
Email:	ivincent@burr.com
Correspondent Name:	INDIA E. VINCENT
Address Line 1:	420 20TH STREET NORTH
Address Line 2:	SUITE 3400
Address Line 4:	BIRMINGHAM, ALABAMA 35203
NAME OF SUBMITTER:	INDIA E. VINCENT
SIGNATURE:	/India E. Vincent/
DATE SIGNED:	05/15/2019
Total Attachments: 4	
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PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "Agreement") is made as of May 13, 2019, among the Debtors listed on the signature pages hereof (collectively, jointly and severally, "Debtors" and each individually "Debtor") and PNC BANK, NATIONAL ASSOCIATION (together with its successors and assigns, the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Security Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among The Honey Baked Ham Company, LLC, a Delaware limited liability company ("Borrower") and the Secured Party, the Secured Party is willing to make certain financial accommodations available to the Borrower pursuant to the terms and conditions thereof;

WHEREAS, such financial accommodations are secured by the terms and provisions of the Credit Agreement (such terms and provisions of the Credit Agreement, as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, under the terms of the Credit Agreement, Debtors are required to execute and deliver to this Agreement in favor of the Secured Party;

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, Debtors hereby agree as follows:

1. **DEFINED TERMS.** All 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 Credit Agreement.
2. **GRANT OF SECURITY INTEREST IN COLLATERAL.** Each Debtor hereby grants to the Secured Party a continuing first priority security interest in all of such Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Collateral"):
 - (a) All patent applications and patents listed in Schedule I attached hereto (as the same may be amended from time to time), and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof, including, without limitation, the right to sue for past, present and future infringements and rights corresponding thereto throughout the world (all of the foregoing being herein collectively referred to as the "Patents"); and
 - (b) All proceeds of the foregoing (such as, by way of example, license royalties and proceeds of infringement suits).
3. **SECURITY FOR OBLIGATIONS.** This Agreement and the security interests created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. Each Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interests in the 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 Agreement is deemed to conflict with the rights and remedies of the Secured Party set forth in the Security Agreement, the provisions of the Security Agreement shall govern.

5. AUTHORIZATION TO SUPPLEMENT. If any Debtor shall obtain rights to any new Patents, the provisions of this Agreement shall automatically apply thereto. To the extent required by the Security Agreement or any other Loan Document, Debtors shall give prompt notice in writing to the Secured Party with respect to any such new Patents or renewal or extension of any Patents. Without limiting Debtors' obligations under this Section 5, Debtors hereby authorize the Secured Party unilaterally to modify this Agreement by amending Schedule I to include any such new Patents of Debtors. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

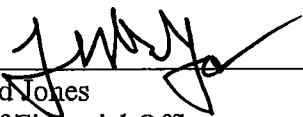
6. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or other electronic method of transmission shall be deemed an original signature hereto.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

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

DEBTOR:

THE HONEY BAKED HAM COMPANY, LLC

By: 
Name: David Jones
Title: Chief Financial Officer

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patents in force are listed in the table below:

Country	Title	Patent No.	Patent Expiration Date	Assignee /Applicant
USA	Ham Product and Method For Production Thereof	7,214,403		The Honey Baked Ham Company, LLC

Active Patent Applications are listed in the table below:

Country	Title	Applicant	Application Date	Application Number
USA	U.S. Design Patent Application Serial # 29/687,224 for a Design for a Spiral Cut Ham Steak	The Honey Baked Ham, LLC		29/687,224