

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7348025

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
PERDUE FOODS LLC	03/31/2022
PERDUE AGRIBUSINESS LLC	03/31/2022
PERDUE AGRIBUSINESS GRAIN LLC	03/31/2022
PERDUE FARMS INC.	03/31/2022
MAXI CANADA INC.	03/31/2022
PERDUE PREMIUM MEAT COMPANY, INC.	03/31/2022
SIOUX-PREME PACKING CO.	03/31/2022

**RECEIVING PARTY DATA**

<b>Name:</b>	ING CAPITAL LLC, AS COLLATERAL AGENT
<b>Street Address:</b>	1133 AVENUE OF THE AMERICAS, 7TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10036

**PROPERTY NUMBERS Total: 13**

Property Type	Number
Patent Number:	11147238
Patent Number:	10477834
Patent Number:	10440935
Application Number:	16938652
Application Number:	63209761
Application Number:	63290367
Application Number:	17017609
Application Number:	17107608
Application Number:	17379802
Application Number:	17504400
Application Number:	17017610
Patent Number:	8202143
Patent Number:	8562397

**CORRESPONDENCE DATA****Fax Number:** (617)523-6850

*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:** 617-523-2700**Email:** susan.dinicola@hklaw.com,Connor.holding@hklaw.com,jason.brown@hklaw.com**Correspondent Name:** HOLLAND & KNIGHT LLP**Address Line 1:** 10 ST. JAMES AVENUE**Address Line 4:** BOSTON, MASSACHUSETTS 02116

<b>ATTORNEY DOCKET NUMBER:</b>	112235.00048
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<b>NAME OF SUBMITTER:</b>	SUSAN C. DINICOLA
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<b>SIGNATURE:</b>	/Susan C. DiNicola/
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<b>DATE SIGNED:</b>	05/24/2022
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**Total Attachments: 7**

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**PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) dated as of March 31, 2022, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and ING CAPITAL LLC (“ING”), in its capacity as collateral agent (together with its permitted successors and assigns, “Collateral Agent”) for the Secured Parties.

**WITNESSETH:**

WHEREAS, PERDUE FOODS LLC, a Maryland limited liability company (“Perdue Foods”), PERDUE AGRIBUSINESS LLC, a Maryland limited liability company (“Perdue AgriBusiness”), PERDUE AGRIBUSINESS GRAIN LLC, a Maryland limited liability company (“Perdue Grain”), MAXI CANADA INC., a an amalgamated company under the laws of the Province of Nova Scotia, Canada (“Maxi Canada”), PERDUE FARMS INC., a Maryland corporation (the “Parent” and, together with Perdue Foods, Perdue AgriBusiness, Perdue Grain and Maxi Canada, each individually a “Borrower” and collectively the “Borrowers”), certain subsidiaries of the Parent identified as a “Guarantor” therein, the various banks and financial institutions party thereto as a “Lender” (each a “Lender”, and collectively, the “Lenders”), Administrative Agent and Collateral Agent have entered into that certain Amended and Restated Credit Agreement dated as of March 31, 2022 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”); and

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to Borrowers and the other Grantors as provided for in the Credit Agreement and the other Transaction Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Amended and Restated Pledge and Security Agreement dated as of March 31, 2022 (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 Collateral Agent, for the benefit of the Secured Parties, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used herein (including in the preamble and recitals hereto) 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 PATENT COLLATERAL.** Each Grantor hereby grants, collaterally assigns, and pledges to Collateral Agent, for the ratable benefit of the Secured Parties, a Security Interest in all of such Grantor’s right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “Patent Collateral”):

- (a) all of such Grantor’s Patents, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent.

3. **SECURITY FOR OBLIGATIONS.** This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent 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 Collateral Agent, the Secured Parties, or any of them, 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 interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to 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 Collateral Agent with respect to the security interest in the Patent 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.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain ownership of rights to any new patentable inventions or become entitled to the benefit of any U.S. patent application or U.S. issued patent (including any reissue, division, or continuation, of any patent), the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Collateral Agent within such time limit set forth in the Security Agreement with respect to any new patent application filed with the U.S. Patent and Trademark Office, provided that such Grantor shall not be required to disclose the exact name of the patent until such patent application becomes public record with the U.S. Patent and Trademark Office. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any new patent applications of Grantors. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate, or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Patent Security 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 agreement. In proving this Patent Security Agreement or any other Credit Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.


7. **GOVERNING LAW.** This Patent Security Agreement shall be construed in accordance with and governed by the laws of the State of New York

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IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be duly executed and delivered by its officer or officers thereunto duly authorized as of the date first above written.

**GRANTORS:**

**PERDUE FOODS LLC**

By:   
Name: Brenda M. Galgano  
Title: Treasurer

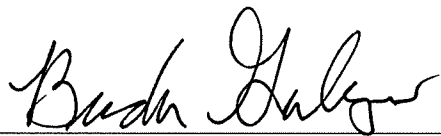
**PERDUE AGRIBUSINESS LLC**

By:   
Name: Brenda M. Galgano  
Title: Treasurer

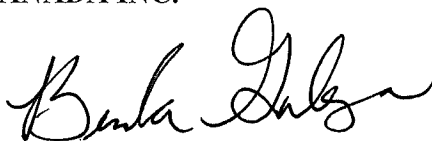
**PERDUE AGRIBUSINESS GRAIN LLC**

By:   
Name: Brenda M. Galgano  
Title: Treasurer


**PERDUE FARMS INC.**

By:   
Name: Brenda M. Galgano  
Title: Treasurer

**MAXI CANADA INC.**

By:   
Name: Brenda M. Galgano  
Title: Treasurer

**PERDUE PREMIUM MEAT COMPANY, INC.**


By:   
Name: Brenda M. Galgano  
Title: Treasurer

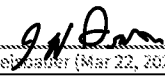
**SIOUX-PREME PACKING CO.**

By:   
Name: Brenda M. Galgano  
Title: Treasurer

**ACKNOWLEDGED AND  
AGREED:**

**ING CAPITAL LLC, as Collateral Agent**

By:   
\_\_\_\_\_  
Daniel W. Lamprecht (Mar 22, 2022 12:18 CDT)  
Name: Daniel W. Lamprecht  
Title: Managing Director

By:   
\_\_\_\_\_  
Jeff Geisbauer (Mar 22, 2022 12:23 CDT)  
Name: Jeff P. Geisbauer  
Title: Director

**SCHEDULE I**

to

**PATENT SECURITY AGREEMENT**

**Patent Registrations**

Grantor	Country	Patent	Registration No.	Registration Date
Perdue Foods LLC	EP	Bag for Transporting Food	002616169-0001 to 002616169-0006	January 19, 2015
Perdue Farms, Inc.	U.S.A.	Circular Grazing System and Method	11,147,238	October 19, 2021
Pasturebird, Inc.	U.S.A.	Grazing System and Method	10,477,834	November 19, 2019
Pasturebird, Inc.	U.S.A.	Circular Grazing System and Method	10,440,935	October 15, 2019

**Patent Licenses**

Grantor	Licensee	Effective Date	Expiration Date	Royalties
Perdue Foods LLC	Wayne Farms LLC	12/31/2012	Expires when the last patent within the Patent Rights expires.	None. (U.S. Patent No. 8,202,143 and U.S. Patent Application Serial No. 8,562,397)

**Patent Applications**

Grantor	Country	Application	Application No.	Filing Date
Perdue AgriBusiness LLC	U.S.A.	High Oleic Fatty Acid Feedstocks for Ruminant Feed, Methods of Preparation and Uses	16/938,652	July 24, 2020
Perdue AgriBusiness LLC	U.S.A.	Animal Feed Product having Palm	63/209,761	June 11, 2021



		Stearin and Method of Making Thereof		
Perdue AgriBusiness LLC	U.S.A.	Methods of Applying a Product to Poultry via Cloacal Drinking	63/290,367	December 16, 2021
Perdue Farms, Inc.	U.S.A.	Semirigid Poultry and/or Swine Enclosure	17/017,609	September 10, 2020
Perdue Farms, Inc.	U.S.A.	Horizontal Feed Storage System	17/017,608	September 10, 2020
Perdue Farms, Inc.	U.S.A.	Semirigid Poultry and/or Swine Enclosure	17/379,802	July 19, 2021
Perdue Farms, Inc.	U.S.A.	Circular Grazing System and Method	17/504,400	October 18, 2021
Perdue Farms, Inc.	U.S.A.	Drive System for a Poultry and/or Swine Enclosure	17/017,610	September 10, 2020