

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM796161

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Western's Smokehouse & Meat Market, LLC		03/21/2023	Limited Liability Company: MISSOURI
THRUSHWOOD FARMS QUALITY MEATS, INC.		03/21/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	LBC Credit Agency Services, LLC, as Agent		
Street Address:	555 E. Lancaster Ave., Suite 450		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4363142	BEST FRIEND SNACKS	
Registration Number:	4330360	MADE FOR PEOPLE LOVED BY PETS	
Registration Number:	5432497	MAKING MEMORIES OUT OF MEALS	
Registration Number:	6106810	T	
Registration Number:	5820811	THRUSHWOOD FARMS	
Registration Number:	5437023	THRUSHWOOD FARMS	
Registration Number:	5820699	WE KNOW PROTEIN	
Registration Number:	5103022	BIG'UN	
Registration Number:	6701737	SIMPLY GOOD	
Registration Number:	5264393	SMART STIX	
Registration Number:	6011780	W WESTERN'S SMOKEHOUSE	
Registration Number:	2702104	WESTERN'S SMOKEHOUSE	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	312-863-7267		

OP \$315.00 4363142

Email: jaclyn.di.grande@goldbergkohn.com
Correspondent Name: Jaclyn Di Grande - Paralegal
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 E Monroe St., Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 6030.232

NAME OF SUBMITTER: Jaclyn Di Grande

SIGNATURE: /jaclyn di grande/

DATE SIGNED: 03/21/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this March 21, 2023, by and among WESTERN'S SMOKEHOUSE & MEAT MARKET, LLC, a Missouri limited liability company ("Western's Smokehouse & Meat"), THRUSHWOOD FARMS QUALITY MEATS, INC., a Delaware corporation (together with Western's Smokehouse & Meat, "Grantors"), and LBC CREDIT AGENCY SERVICES, LLC, in its capacity as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among certain of Grantors' Affiliates from time to time party thereto, the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders") and Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Security Agreement, dated as of even date herewith (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, each Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, 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 Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants and pledges to Agent, for the benefit of the Lenders, to secure the 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) the Trademark registrations and applications set forth in Schedule I hereto;

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

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, and (ii) injury to the goodwill associated with any Trademark.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the 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 Obligations and would be owed by any Grantor to Agent, the Lenders, 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 Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Security Interests granted to Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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 Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting any Grantor's obligations under this Section, each Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of any 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 Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. 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. GOVERNING LAW; SUBMISSION TO JURISDICTION. THIS TRADEMARK SECURITY AGREEMENT, AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. EACH PARTY HERETO HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE BOROUGH OF MANHATTAN, STATE OF NEW YORK AND IRREVOCABLY AGREES THAT, SUBJECT TO AGENT'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. EACH PARTY HERETO EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER FINANCING DOCUMENT SHALL AFFECT ANY RIGHT THAT AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR THE OTHER FINANCING DOCUMENTS AGAINST ANY CREDIT PARTY, OR ANY OF ITS PROPERTY, IN THE COURTS OF ANY JURISDICTION. EACH PARTY HERETO HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON SUCH PARTY BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO IT IN ACCORDANCE WITH THE PROVISIONS OF SECTION 8 OF THE SECURITY AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

8. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS TRADEMARK SECURITY AGREEMENT AND THE OTHER FINANCING DOCUMENTS, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH PARTY HERETO WARRANTS AND REPRESENTS THAT SUCH PARTY HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.


9. General Terms and Conditions. In addition to and without limitation of any of the foregoing, this Trademark Security Agreement shall be deemed to be a Financing Document and shall otherwise be subject to all of the general terms and conditions contained in Article 11 of the Credit Agreement, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

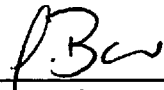
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**WESTERN'S SMOKEHOUSE & MEAT
MARKET, LLC**, a Missouri limited liability
company

By: 
Name: Matthew Bormann
Title: Chief Executive Officer and President

**THRUSHWOOD FARMS QUALITY MEATS,
INC.**, a Delaware corporation

By: 
Name: Matthew Bormann
Title: Chief Executive Officer and President

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:



LBC CREDIT AGENCY SERVICES, LLC,
a Delaware limited liability company

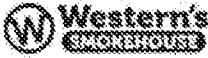

By: 

Name: David E. Fraimow

Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark / Reg. No. / App. No.	Status / Key Dates	Owner
BEST FRIEND SNACKS RN: 4363142 SN: 85505444 Disclaimer: "SNACKS"	Office Status: Section 8 & 15- Accepted and Acknowledged Int'l Class: 29,31 First Use: May 1, 2011 Filed: December 29, 2011 Registered: July 9, 2013 Register Type: Principal Register	Thrushwood Farms Quality Meats, Inc.
MADE FOR PEOPLE LOVED BY PETS RN: 4330360 SN: 85550161	Office Status: Section 8 & 15- Accepted and Acknowledged Int'l Class: 29,31 First Use: May 3, 2011 Filed: February 22, 2012 Registered: May 7, 2013 Register Type: Principal Register	Thrushwood Farms Quality Meats, Inc.
MAKING MEMORIES OUT OF MEALS RN: 5432497 SN: 87580132	Int'l Class: 29 First Use: July 27, 2007 Filed: August 23, 2017 Registered: March 27, 2018 Register Type: Principal Register	Thrushwood Farms Quality Meats, Inc.
T and Design  RN: 6106810 SN: 88746569	Int'l Class: 29 First Use: October 1, 2019 Int'l Class: 35 First Use: January 8, 2019 Filed: January 3, 2020 Registered: July 21, 2020 Register Type: Principal Register	Thrushwood Farms Quality Meats, Inc.
THRUSHWOOD FARMS RN: 5820811 SN: 88263732 Disclaimer: "FARMS"	Int'l Class: 29,35 First Use: December 31, 1978 Filed: January 16, 2019 Registered: July 30, 2019 Register Type: Principal Register	Thrushwood Farms Quality Meats, Inc.
THRUSHWOOD FARMS and Design  RN: 5437023 SN: 87578585 Disclaimer: "FARMS"	Int'l Class: 29,35 First Use: July 27, 2007 Filed: August 22, 2017 Registered: April 3, 2018 Register Type: Principal Register	Thrushwood Farms Quality Meats, Inc.

<p>WE KNOW PROTEIN</p> <p>RN: 5820699 SN: 88263020</p>	<p>Int'l Class: 35 First Use: November 21, 2018 Filed: January 15, 2019 Registered: July 30, 2019 Register Type: Principal Register</p>	<p>Thrushwood Farms Quality Meats, Inc. (Delaware Corporation) 2860 West Main Street, Galesburg, Illinois 61401 United States of America</p>
<p>BIG'UN</p> <p>RN: 5103022 SN: 86779572</p>	<p>Int'l Class: 29 First Use: August 31, 2013 Filed: October 6, 2015 Registered: December 20, 2016 Register Type: Principal Register</p>	<p>Western's Smokehouse & Meat Market, LLC</p>
<p>SIMPLY GOOD</p> <p>RN: 6701737 SN: 87847921</p>	<p>Int'l Class: 29 First Use: March, 2016 Filed: March 23, 2018 Registered: April 12, 2022 Register Type: Principal Register</p>	<p>Western's Smokehouse & Meat Market, LLC</p>
<p>SMART STIX</p> <p>RN: 5264393 SN: 87271919</p> <p>Disclaimer: "STICKS"</p>	<p>Office Status: Registered Int'l Class: 29 First Use: April 12, 2016 Filed: December 16, 2016 Registered: August 15, 2017 Register Type: Principal Register</p>	<p>Western's Smokehouse & Meat Market, LLC</p>
<p>W WESTERN'S SMOKEHOUSE and Design</p>  <p>RN: 6011780 SN: 88433318</p> <p>Disclaimer: "SMOKEHOUSE"</p>	<p>Int'l Class: 29,35 First Use: May, 2018 Filed: May 16, 2019 Registered: March 17, 2020 Register Type: Principal Register</p>	<p>Western's Smokehouse & Meat Market, LLC</p>
<p>WESTERN'S SMOKEHOUSE and Design</p>  <p>RN: 2702104 SN: 76365372</p> <p>Disclaimer: "SMOKEHOUSE"</p>	<p>Office Status: Registered and Renewed Int'l Class: 29 First Use: 1999 Filed: February 1, 2002 Registered: April 1, 2003 Last Renewal: April 1, 2013 Register Type: Principal Register</p>	<p>Western's Smokehouse & Meat Market, LLC</p>