

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Colorado Boxed Beef Co.		10/12/2012	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Regions Bank, as Administrative Agent
Street Address:	1180 West Peachtree Street, Suite 1000
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30309
Entity Type:	CORPORATION: ALABAMA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1536547	COLORADO BOXED BEEF COMPANY
Registration Number:	1543742	COLORADO BOXED BEEF CO.
Registration Number:	2374629	THE GREAT FISH CO.
Registration Number:	4156432	HIGH RIVER ANGUS
Registration Number:	4152520	HIGH RIVER ANGUS
Registration Number:	3965429	TAKE THE HIGH RIVER
Registration Number:	3961611	WE RAISE ABOVE

CORRESPONDENCE DATA

Fax Number: 4045725135
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 404-572-3458
 Email: slake@kslaw.com
 Correspondent Name: Susan Lake, Paralegal
 Address Line 1: 1180 Peachtree Street
 Address Line 2: King & Spalding

CH \$190.00 1536547

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 09636-015079

NAME OF SUBMITTER: Susan Lake

Signature: /Susan Lake/

Date: 10/17/2012

Total Attachments: 4

source=CO Boxed Beef TSA#page1.tif

source=CO Boxed Beef TSA#page2.tif

source=CO Boxed Beef TSA#page3.tif

source=CO Boxed Beef TSA#page4.tif

SECURITY AGREEMENT (TRADEMARKS)

SECURITY AGREEMENT (TRADEMARKS) (the "Agreement"), dated as of October 12, 2012, made by the undersigned, COLORADO BOXED BEEF CO. (the "Company"), to and in favor of REGIONS BANK, not individually, but as administrative agent for itself and certain other financial institutions party from time to time as lenders ("Lenders") to the Credit Agreement (defined below) (in such capacity, the "Agent"), pursuant to a certain Credit and Security Agreement, dated of even date herewith, among the Company (among other parties identified as a "Borrower" therein), the Lenders and Agent (as it may be amended or modified from time to time, the "Credit Agreement"). Capitalized terms used herein, but not expressly defined herein, shall have the meanings given to such terms in the Credit Agreement.

WITNESSETH:

RECITALS.

- A. The Company owns certain trademarks which are registered in, or applications for registration which have been filed in, the United States Patent and Trademark Office, and rights under certain Trademark Licenses, all as more fully described on Schedule I attached hereto and by reference made part hereof; and
- B. The Lenders propose to make certain loans to the Company pursuant to the Credit Agreement; and
- C. Pursuant to the Credit Agreement, the Company has granted to the Agent for the benefit of the Lenders a security interest in the property described therein, including, without limitation, all of the Company's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which the Company now has or hereafter acquires rights and wherever located as security for all of the Obligations; and
- D. As a condition precedent to the extension of such financial accommodations pursuant to the Credit Agreement and in furtherance of the Credit Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Agent has required that the Company grant to the Agent a security interest in the Property (as herein defined);

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

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Trademarks" means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof; including, without limitation, those listed on Schedule I attached hereto together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all renewals thereof and (iii) all proceeds of the foregoing.


2. As security for all of the Obligations, the Company hereby grants a security interest to the Agent in all of its right, title and interest in, to and under the following (collectively, the "Property"):

- (a) each Trademark now or hereafter owned by the Company or in which the Company now has or hereafter acquires rights and wherever located and the goodwill of the business of the Company relating thereto or represented thereby, including, without limitation, each Trademark referred to in Schedule I hereto; and
- (b) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule I hereto.
3. The Company does hereby further acknowledge and affirm that the representations, warranties and covenants of the Company with respect to the Property and the rights and remedies of the Lender with respect to the security interest in the Property made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
4. This Agreement shall terminate upon termination of the Credit Agreement. Upon termination of this Agreement and following a request from the Company, the Agent shall, at the expense of the Company, execute and deliver to the Company all deeds, assignments and other instruments as may be necessary or proper in the reasonable judgment of the Company in order to evidence such termination, subject to any disposition of the Property which may have been made by the Lender pursuant hereto or pursuant to the Credit Agreement.
5. If at any time before the termination of this Agreement in accordance with Section 4, the Company shall obtain or acquire rights to any new Trademark, the provisions of Section 2 shall automatically apply thereto and the Company shall comply with the terms of the Credit Agreement with respect to such new Trademark. The Company authorizes the Lender to modify this Agreement by amending Schedule 1 to include any future Trademarks covered by Section 2 or by this Section 5.
6. The Company further agrees that (a) the Agent shall not have any obligation or responsibility to protect or defend the Property and the Company shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Credit Agreement, (b) the Company shall forthwith advise the Agent promptly in writing upon detection of infringements of any of the Property being used in the Company's business and (c) if the Company fails to comply with the requirements of the preceding clause (a), the Agent may do so in the Company's name or in its own name, but in any case at the Company's expense, and the Company hereby agrees to reimburse the Agent for all expenses, including attorneys' fees, incurred by the Agent in protecting, defending and maintaining the Property.
7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF GEORGIA, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF GEORGIA.

[Signatures on Following Pages]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed by its duly authorized officer as of the date first above written.

COLORADO BOXED BEEF CO.

By: 
Name: John J. Rattigan, Jr.
Title: President and Chief Executive Officer

SCHEDULE I

REGISTERED U.S. TRADEMARKS

Trademark Name	Registration Number
Colorado Boxed Beef Cow head (Mark)	1,536,547
Colorado Boxed Beef Co (Text)	1,543,742
The Great Fish Co (Mark)	2,374,629
High River Angus (Mark)	4,156,432
High River Angus (Text)	4,152,520
Take the High River	3,965,429
We Raise Above	3,961,611