Form PTO-1594 (Rev. 06/04) OMB Collection 0651-0027 (ex p. 8/30/2005		U.S. DEPARTME United States Patent a	NT OF COMMERC	
		FORM COVER SHEET		
To die aller	TRADEM	ARKS ONLY		
Name of conveying party(ies)	tent and Trademark Office: Ple	ase record the attached documents or the new address 2. Name and address of receiving party(ias)	(es) below.	
Atlantic Veal & Lamb LLC		Additional names, addresses, or citizenship attached?	☐ Yes	
		Name: Signature Bank	⊠ No	
☐ Individual(s) ☐ General Partnership ☐ Corporation-State ☑ Other: Limited Liability Compar Citizenship (see guidelines) Ohio Execution Date(s) June 11, 2015 Additional names of conveying pa		Internal Address: Street Address: 1177 Avenue of the Americas City: New York State: New York Country: USA Association Citizenship. General Partnership Citizenship		
Assignment	☐ Merger	Limited Partnership Citizenship		
Security Agreement	Change of Name	Corporation Citizenship		
Other		☑ Other Bank ☑ Citizenship USA		
		If assignee is not domiciled in the United States, a do representative designation is attached. (Designations must be a separate document from as)	
4. Application number(s) or reginal A. Trademark Application No.(s) ANNEXED HERETO	stration number(s) and ident SEE SCHEDULE A	ification or description of the Trademark, B. Trademark Registration No.(s) SEE SCHEDUL ANNEXED HERETO	, ,,,	
OFF SCHEDOLF & WUNFXED HE	ERETO	f Application or Registration Number is unknown)		
5. Name address of party to who concerning document should be Name: <u>Susan O'Brien</u>	om correspondence o mailed:	Total number of applications and registrations involved:	3	
Internal Address: <u>CT Lien Solution</u>	S.	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$90.00 Authorized to be charged by credit card	PMMMMMM at ap , 5 pro-ann	
Street Address: 187 Wolf Road - Suite 101		 Authorized to be charged to deposit account Enclosed 		
City: Albany		8. Payment Information:	THE STATE OF THE S	
State: New York	Zip: <u>12205</u>	a. Credit Card Last 4 Numbers	444	
Phone Number: 800-342-3676		Expiration Date (Jim	
Fax Number: 800-962-7049	ard.	b. Deposit Account Number	2117	
Email Address: cls-udsalbany@wa	iterskijswer.com	Authorized User Name:	•	
9. Signature:	Signature	6/11	12015	
	Michael G. Regina Name of Person Signing Is to be recorded (including cover sheet	Date Total number of pages inclu sheet, attachments, and doc	ding cover cument, [9]	

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK REEL: 005552 FRAME: 0388

SCHEDULE A

TO

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Owner</u>	Status in <u>Trademark</u> <u>Office</u>	Federal Registration No.	Registration Date
Plume De Veau	Atlantic Veal & Lamb LLC	Registered	0794886	08/24/1965
The First Name in Veal	Atlantic Veal & Lamb LLC	Registered	1019510	09/02/1975
Plume De Veau (Plus logo)	Atlantic Veal & Lamb LLC	Registered	0936169	06/20/1972

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TRADEMARK REEL: 005552 FRAME: 0389

[Execution Version]

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of June 11, 2015, is made by ATLANTIC VEAL & LAMB LLC, an Ohio limited liability company ("Grantor") in favor of SIGNATURE BANK ("Lender"), and is being delivered in connection with that certain Loan and Security Agreement, dated of even date herewith (as amended or modified from time to time, the "Loan Agreement"), by and between Grantor and Lender.

WHEREAS, pursuant to financing arrangements, the Lender has extended and may extend certain loans and other financial accommodations to Grantor under such financing arrangements;

WHEREAS, as security for Grantor's obligations arising under the Loan Agreement, Grantor has granted to Lender a security interest in, among other property, the intellectual property of the Grantor; and

WHEREAS, Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to the United States Patent and Trademark Office ("USPTO").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are bereby acknowledged, Grantor agrees with Lender as follows:

- 1. <u>Defined Terms</u>. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.
- 2. Grant of Security. Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title and interest of Grantor in. to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (all of the following is collectively referred to as the "Trademark Collateral"):
- (a) the Trademarks and Trademark applications set forth on <u>Schedule 1</u> hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor's business symbolized by the foregoing or connected therewith (the "<u>Trademarks</u>"):
- (b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world:
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

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- 3. <u>Recordation</u>. Grantor hereby authorizes the commissioner for trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.
- 4. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Trademark Collateral are as provided by the Loan Agreement and other Loan Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.
- 5. Special Power of Attorney. Grantor will, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Lender an original of a Special Power of Attorney, a form of which is annexed hereto as Exhibit A, for, upon and during the continuance of an Event of Default, the implementation of the assignment, sale or other disposition of the Trademark Collateral pursuant to Lender's exercise of the rights and remedies granted to Lender upon and during the continuance of an Event of Default hereunder and under Loan Agreement and other Loan Documents.
- 6. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic format (i.e., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.
- 7. <u>Successors and Assigns.</u> This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 8. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).
- 9. <u>Disputes.</u> All claims, disputes and controversies between the Grantor and Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Loan Agreement, and such provisions are incorporated herein by this reference, mutatis mutandis.

[Signature page follows]

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

ATLANTIC VEAL & LAMB LLC, as Grantor

LJ.

Mamic:

Title:

[Trademark Security Agreement]

TRADEMARK REEL: 005552 FRAME: 0392 AGREED TO AND ACCEPTED:

SIGNATURE BANK,

as Londer

By: Mulles Ludiu Myl Name Marissa Bianco Wych

Title: Vice President

Address: 1177 Avenue of the Americas New York, New York 10036

E-mail: mwych@signatureny.com

Telecopy: 646-822-4478 Telephone: 646-981-2792

[Trademark Security Agreement]

TRADEMARK REEL: 005552 FRAME: 0393

EXHIBIT A

SPECIAL POWER OF ATTORNEY - TRADEMARKS

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC VEAL & LAMB LLC, an Ohio limited liability company ("Grantor") hereby appoints SIGNATURE BANK ("Lender") and each officer thereof, upon and during the continuance of an Event of Default, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts to the extent permitted under the Loan Agreement or other Loan Documents upon and during the continuance of an Event of Default (as such terms are defined in the Loan Agreement):

- 1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Lender, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Grantor in and to the Trademark Collateral (as such term is defined in that certain Trademark Security Agreement, dated of even date herewith, by and among Grantor and Lender (the "Trademark Security Agreement")), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the Trademark Security Agreement.
- 2. Execution and delivery of any and all documents, statements, certificates or other papers which Lender, in its reasonable discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Special Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark Security Agreement and may not be revoked until full payment of the Obligations, as such term is defined in the Loan Agreement.

Dated as of June 11, 2015.

[Signature Page Follows]

[Exhibit A - Trademark Security Agreement]

By: Name: Title:

ATLANTIC VEAL & LAMB LLC, as Grantor

[Special Power of Attorney - Trademark Scennity Agreement]

TRADEMARK REEL: 005552 FRAME: 0395

SCHEDULE 1 TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Owner	Status in Trademark Office	Federal Registration No.	Registration Date
Plume De Veau	Atlantic Veal & Lamb LLC	Registered	0794885	08/24/1965
The First Name in Veal	Atlantic Veal & Lamb LLC	Registered	1019510	09/02/1975
Plume De Veau (Plus logo)	Atlantic Veal & Lamb LLC	Registered	0936169	06/20/1972

[Schodule 1 - Trademark Security Agreement]

TRADEMARK REEL: 005552 FRAME: 0396

RECORDED: 06/12/2015