

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394882

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tall Tree Foods Holdings, Inc.		08/12/2016	Corporation: DELAWARE
Tall Tree Foods, Inc.		08/12/2016	Corporation: DELAWARE
Richards Cajun Foods Corp.		08/12/2016	Corporation: DELAWARE
Carlton Foods Corp.		08/12/2016	Corporation: DELAWARE
Prefco Corp.		08/12/2016	Corporation: DELAWARE
Carlton Food Products LLC		08/12/2016	Limited Liability Company: DELAWARE
Carlton Food Products, LP		08/12/2016	Limited Partnership: TEXAS
Blue Ribbon Foods LLC		08/12/2016	Limited Liability Company: DELAWARE
Blue Ribbon, LP		08/12/2016	Limited Partnership: TEXAS
KSC Foods, Inc.		08/12/2016	Corporation: DELAWARE
Klement Sausage Co., Inc.		08/12/2016	Corporation: WISCONSIN
Klement Company Limited Partnership		08/12/2016	Limited Partnership: WISCONSIN
January Foods Corp.		08/12/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Owl Rock Capital Corporation
Street Address:	245 Park Avenue
Internal Address:	41st Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	1023856	WURST NEW BRAUNFELS
Registration Number:	2007809	SNACKWURST
Registration Number:	4584908	TEJANO GOLD FINEST QUALITY
Registration Number:	1142727	KLEMENTSKLEMENT'S

CH \$740.00 1023856

Property Type	Number	Word Mark
Registration Number:	3684763	BACKYARD BRATWURST
Registration Number:	4994088	EUROPEAN TRADITIONS
Registration Number:	4933454	SAUSAGE THAT LINKS PEOPLE TOGETHER
Registration Number:	2459977	BLUE RIBBON BRAND TEXAS TRADITIONS
Registration Number:	2064470	BLUE RIBBON BRAND
Registration Number:	4082802	BLUE RIBBON BRAND SINCE 1946
Registration Number:	3913354	TEXAS TRADITIONS
Registration Number:	4079537	TEXAS TRADITIONS BLUE RIBBON BRAND PURVE
Registration Number:	2145625	BUM'S FAVORITE! BUM PHILLIPS
Registration Number:	4062982	BUM'S FAVORITE BUM PHILLIPS
Registration Number:	2086928	BUM'S FINEST
Registration Number:	4755013	RICHARD'S
Registration Number:	2349075	RICHARD'S CAJUN FAVORITES
Registration Number:	2500652	RICHARD'S CAJUN STYLE
Registration Number:	4743430	RICHARD'S CAJUN FAVORITES
Registration Number:	4947103	C'EST SI BON
Registration Number:	4743719	KRAZY CAJUN
Registration Number:	4753601	ANDOUILLE PEPITES
Registration Number:	4856831	FIRST CHOICE OF CAJUN COUNTRY
Serial Number:	86453333	#LINKUP
Serial Number:	86864546	BACKYARD SELECTS
Serial Number:	86864540	FOUNDER'S SELECT
Serial Number:	86870966	OFF THE GRILL
Serial Number:	86870972	OFF THE GRILL
Serial Number:	86864536	FIT LIFESTYLE

CORRESPONDENCE DATA

Fax Number: 2123037064

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: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 200 Park Avenue

Address Line 2: 28th Floor

Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER: 94738.00003

NAME OF SUBMITTER: Christine Dionne

SIGNATURE: /Christine Dionne/

DATE SIGNED:

08/12/2016

Total Attachments: 10

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**GRANT OF
SECURITY INTEREST IN PATENTS, TRADEMARKS, SERVICE MARKS AND
COPYRIGHTS**

This GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, SERVICE MARKS AND COPYRIGHTS (this “**Agreement**”) is entered into effective as of August 12, 2016 by and between TALL TREE FOODS HOLDINGS, INC., a Delaware corporation (as “**Holdings**”), and TALL TREE FOODS, INC., a Delaware corporation, RICHARDS CAJUN FOODS CORP., a Delaware corporation, CARLTON FOODS CORP., a Delaware corporation, PREFCO CORP., a Delaware corporation, CARLTON FOOD PRODUCTS LLC, a Delaware limited liability company, CARLTON FOOD PRODUCTS, LP, a Texas limited partnership, BLUE RIBBON FOODS LLC, a Delaware limited liability company, BLUE RIBBON, LP, a Texas limited partnership, KSC FOODS, INC., a Delaware corporation, KLEMENT SAUSAGE CO., INC., a Wisconsin corporation, KSC FOODS, LLC, a Delaware limited liability company, and KLEMENT COMPANY LIMITED PARTNERSHIP, a Wisconsin limited partnership, JANUARY FOODS CORP., a Delaware corporation (collectively, together with Holdings, the “**Grantor**” and each, a “**Grantor**”), and OWL ROCK CAPITAL CORPORATION, in its capacity as Agent (the “**Agent**”) for the Lenders referred to below, each of which are parties to that certain Patent, Trademark and Copyright Security Agreement, dated as of August 12, 2016 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between TALL TREE FOODS HOLDINGS, INC., a Delaware corporation (as “**Holdings**”), and TALL TREE FOODS, INC., a Delaware corporation, RICHARDS CAJUN FOODS CORP., a Delaware corporation, CARLTON FOODS CORP., a Delaware corporation, PREFCO CORP., a Delaware corporation, CARLTON FOOD PRODUCTS LLC, a Delaware limited liability company, CARLTON FOOD PRODUCTS, LP, a Texas limited partnership, BLUE RIBBON FOODS LLC, a Delaware limited liability company, BLUE RIBBON, LP, a Texas limited partnership, KSC FOODS, INC., a Delaware corporation, KLEMENT SAUSAGE CO., INC., a Wisconsin corporation, KSC FOODS, LLC, a Delaware limited liability company, and KLEMENT COMPANY LIMITED PARTNERSHIP, a Wisconsin limited partnership, JANUARY FOODS CORP., a Delaware corporation (collectively, the “**Pledgor**” and each, a “**Pledgor**”) and the Agent.

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan Agreement (as amended, restated, modified or supplemented from time to time, the “**Term Loan Agreement**”) dated as of August 12, 2016 by and among the Pledgor (as a Borrower within the Term Loan Agreement), the Grantor (as a Borrower within the Term Loan Agreement), each of the other Borrowers and Guarantors (as defined therein), the Lenders (as defined therein) and the Agent, the Agent and the Lenders have agreed to provide certain loans and other financial accommodations to the Borrower, and the Grantor has agreed, among other things, to grant a security interest to the Agent in the Grantor’s Patents, Trademarks and Copyrights (as defined in the Security Agreement); and

WHEREAS, in connection with the Term Loan Agreement and the Security Agreement, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

**TRADEMARK
REEL: 005856 FRAME: 0045**

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms used in this Agreement have the meanings provided, or provided by reference in, the Term Loan Agreement or Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. Subject to the terms and conditions of the Term Loan Agreement and the Security Agreement, the Grantor hereby grants to and creates in favor of the Agent, for the benefit of the Agent and the Lenders, a security interest in and to all of the Grantor's Patents, Trademarks and Copyrights (including, without limitation, those items listed on Schedule A attached hereto) (collectively, the "Collateral"); provided, however, that notwithstanding anything to the contrary herein, no security interest shall be deemed granted hereunder in any intent to use trademark applications solely to the extent that, and during the period in which, the grant of a security interest therein would impair the validity or enforceability thereof or result in the cancellation or voiding thereof.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. The security interest granted hereby has been granted to the Agent, for the benefit of the Agent and the Lenders, in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agents and Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor hereby further acknowledges and affirms that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Term Loan Agreement and the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same original.

SECTION 6. Intercreditor. Notwithstanding anything herein to the contrary, the priority of the Lien and Security Interest granted to the Agent, on behalf of the Lenders, pursuant to or in connection with this Agreement, the terms of this Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement with respect to the priority of any Liens or the exercise of any rights or remedies, the terms of the Intercreditor Agreement shall control.

[Remainder of the page intentionally left blank - Signature page follows.]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed and delivered by their respective Authorized Officers thereunto duly authorized as of the day and year first above written.

GRANTOR:

TALL TREE FOODS HOLDINGS, INC.

By: _____
Name: Tim Bruer
Title: President

TALL TREE FOODS, INC.

By: _____
Name: Tim Bruer
Title: President & Chief Executive Officer

RICHARDS CAJUN FOODS CORP.

By: _____
Name: Tim Bruer
Title: President

CARLTON FOODS CORP.

By: _____
Name: Tim Bruer
Title: President

PREFCO CORP.

By: _____
Name: Tim Bruer
Title: President

CARLTON FOOD PRODUCTS LLC

BY: CARLTON FOODS CORP.,
its sole member

By: _____
Name: Tim Bruer
Title: President

CARLTON FOOD PRODUCTS, LP

BY: CARLTON FOODS CORP.,
its general partner

By: _____
Name: Tim Bruer
Title: President

BLUE RIBBON FOODS LLC

BY: PREFCO CORP.,
its sole member

By: _____
Name: Tim Bruer
Title: President

BLUE RIBBON, LP

BY: PREFCO CORP.,
its general partner

By: _____
Name: Tim Bruer
Title: President

KSC FOODS, INC.

By: _____
Name: Tim Bruer
Title: President & Chief Executive Officer

KSC FOODS, LLC

BY: KSC FOODS INC.,
its sole member

By: _____
Name: Tim Bruer
Title: President & Chief Executive Officer

KLEMENT SAUSAGE CO., INC.

By: _____
Name: Tim Bruer
Title: President

**KLEMENT COMPANY LIMITED
PARTNERSHIP**

By: KSC FOODS, INC.,
its general partner

By: 
Name: Tim Bruer
Title: President & Chief Executive Officer

JANUARY FOODS CORP.

By: 
Name: Tim Bruer
Title: President

AGENT:

OWL ROCK CAPITAL CORPORATION,
as Agent

By: 
Name: Alan Kirshenbaum
Title: Chief Financial Officer

SCHEDULE A

**LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS**


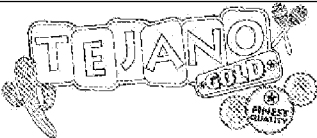

1. Registered Patents:

None.


2. Patent Applications:

None.


3. Trademarks and Service Marks:

<u>Exact Legal Name of Owner</u>	<u>Description of Intellectual Property</u>	<u>Country(ies) of Registration / Registration Office(s)</u>	<u>Application or Registration Number(s)</u>	<u>Application or Registration Date(s)</u>
Carlton Foods Corp.		United States	1,023,856	28-Oct-1975
Carlton Foods Corp.	SNACKWURST	United States	2,007,809	15-Oct-1996
Carlton Food Products, LP		United States	4,584,908	12-Aug-2014
Klement Sausage Co., Inc.		United States	1,142,727	09-Dec-1980
Klement Sausage Co., Inc.	BACKYARD BRATWURST	United States	3,684,763	22-Sep-2009
Klement Sausage Co., Inc.	EUROPEAN TRADITIONS	United States	4,994,088	05-Jul-2016
Klement Sausage Co., Inc.	SAUSAGE THAT LINKS PEOPLE TOGETHER	United States	4,933,454	05-Apr-2016

Prefco Corp.	BLUE RIBBON BRAND TEXAS TRADITIONS	United States	2,459,977	12-Jun-2001
Prefco Corp.		United States	2,064,470	27-May-1997
Prefco Corp.		United States	4,082,802	10-Jan-2012
Prefco Corp.	TEXAS TRADITIONS	United States	3,913,354	01-Feb-2011
Prefco Corp.		United States	4,079,537	03-Jan-2012
Prefco Corp.		United States	2,145,625	24-Mar-1998
Prefco Corp.		United States	4,062,982	29-Nov-2011
Prefco Corp.		United States	2,086,928	12-Aug-1997
Richards Cajun Foods Corp.		United States	4,755,013	16-Jun-2015
Richards Cajun Foods Corp.	RICHARD'S CAJUN FAVORITES	United States	2,349,075	09-May-2000
Richards Cajun Foods Corp.	RICHARD'S CAJUN STYLE	United States	2,500,652	23-Oct-2001

Richards Cajun Foods Corp.		United States	4,743,430	26-May-2015
Richards Cajun Foods Corp.	C'EST SI BON	United States	4,947,103	26-Apr-2016
Richards Cajun Foods Corp.	KRAZY CAJUN	United States	4,743,719	26-May-2015
Richards Cajun Foods Corp.	ANDOUILLE PEPITES	United States	4,753,601	09-Jun-2015
Richards Cajun Foods Corp.	FIRST CHOICE OF CAJUN COUNTRY	United States	4,856,831	17-Nov-2015

4. Trademark and Service Mark Applications

<u>Exact Legal Name of Owner</u>	<u>Description of Intellectual Property</u>	<u>Country(ies) of Registration / Registration Office(s)</u>	<u>Application or Registration Number(s)</u>	<u>Application or Registration Date(s)</u>
Klement Sausage Co., Inc.	FIT LIFESTYLE	United States	86/864,536	04-Jan-2016
Klement Sausage Co., Inc.	#LINKUP	United States	86/453,333	13-Nov-2014
Klement Sausage Co., Inc.	BACKYARD SELECTS	United States	86/864,546	04-Jan-2016
Klement Sausage Co., Inc.	FOUNDER'S SELECT	United States	86/864,540	04-Jan-2016
Klement Sausage Co., Inc.	OFF THE GRILL	United States	86/870,966	11-Jan-2016
Klement Sausage Co., Inc.		United States	86/870,972	11-Jan-2016

5. Trade Names:

None.

6. Copyrights and Copyright Applications:

None.