

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473337

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cincinnati Preserving Company		05/09/2018	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Spell Capital Mezzanine Partners SBIC, LP		
Street Address:	222 South Ninth Street, Suite 2880		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87906570	DAVID EVANS FOODS	
CORRESPONDENCE DATA			
Fax Number:	6129778650		
<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:	612-977-8400		
Email:	ljoyce@briggs.com		
Correspondent Name:	BRIGGS AND MORGAN, P.A.		
Address Line 1:	80 South 8th Street		
Address Line 2:	2200 IDS Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	41969.10		
NAME OF SUBMITTER:	Audrey J. Babcock		
SIGNATURE:	/Audrey J. Babcock/		
DATE SIGNED:	05/09/2018		
Total Attachments: 5			
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THIS INSTRUMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED AS OF JANUARY 15, 2016 IN FAVOR OF TCF NATIONAL BANK, WHICH AGREEMENT (AS AMENDED IN ACCORDANCE WITH ITS TERMS) IS INCORPORATED HEREIN BY REFERENCE

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 9, 2018, is made by Cincinnati Preserving Company, an Ohio corporation (d/b/a Clearbrook Farms) ("Borrower"), in favor of Spell Capital Mezzanine Partners SBIC, LP, a Delaware limited partnership ("Purchaser").

RECITALS

WHEREAS, Borrower, Cincinnati Preserve GC Holdings, LLC, a Delaware limited liability company ("Holdings"; Borrower and Holdings are referred to herein, collectively, as "Obligors" and, individually, as an "Obligor"), and Purchaser are parties to a Note Purchase Agreement dated as of January 15, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"; terms defined in the Note Purchase Agreement which are used herein shall have the same meanings as are set forth in the Note Purchase Agreement for such terms unless otherwise defined herein), pursuant to which Purchaser has agreed to make certain loans to Borrower;

WHEREAS, Obligors and Purchaser are parties to (a) a Security Agreement dated as of January 15, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and (b) a Patent, Copyright, License and Trademark Security Agreement dated as of January 15, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement and the IP Security Agreement, Borrower has granted to Purchaser a security interest in substantially all the assets of Borrower, including all right, title and interest of Borrower in, to and under all now existing and hereafter arising service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world, to secure the payment and performance in full of all Liabilities and other amounts owing by Borrower and the other Obligors under the Note Purchase Agreement and the other Financing Agreements;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Note Purchase Agreement, Borrower hereby grants to Purchaser a security interest in all of Borrower's right, title and interest in and to the following, whether now existing and hereafter arising:

- (1) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the trademarks and service marks listed on Schedule 1 attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world;
- (2) all license agreements with any other Person or Persons with respect to any service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names, whether Borrower is a licensor or licensee under any such license agreements, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses; and
- (3) all products and proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto arising in favor of Borrower, including, without limitation, damages and payments for past or future infringements thereof (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

This security interest is granted in conjunction with the security interests granted to Purchaser pursuant to the Security Agreement and the IP Security Agreement and is subject to limitations set forth therein. In the event of any conflict between any provision of this Agreement and any provision of the Security Agreement or the IP Security Agreement, the Security Agreement or the IP Security Agreement, respectively, will govern. Each of Borrower and Purchaser hereby acknowledges and affirms that the rights and remedies of Purchaser with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Note Purchase Agreement, the Security Agreement and the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Agreement has been delivered at and shall be deemed to have been made at Minneapolis, Minnesota and shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the internal laws (as opposed to conflicts of law provisions) and decisions of the State of Minnesota.

[signature page follows]

IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

CINCINNATI PRESERVING COMPANY

By: 
Connie Huck, Chief Executive Officer

Acknowledged and agreed to:

SPELL CAPITAL MEZZANINE PARTNERS
SBIC, LP, a Delaware limited partnership

By: SCMP MANAGEMENT I, LLC
Its: General Partner

By: _____
Name: Mark R. McDonald
Title: Senior Managing Director

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

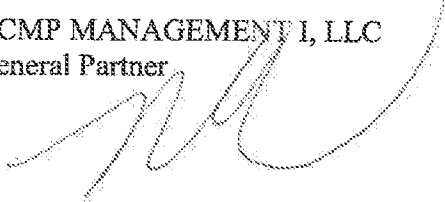
CINCINNATI PRESERVING COMPANY

By: _____
Name: _____
Title: _____

Acknowledged and agreed to:

SPELL CAPITAL MEZZANINE PARTNERS
SBIC, LP, a Delaware limited partnership

By: SCMP MANAGEMENT I, LLC
Its: General Partner



By: _____
Name: Mark R. McDonald
Title: Senior Managing Director

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademark	Type	Jurisdiction	Registration No	Registration Date
David Evans Foods	Word Mark	USA	Pending (87/906570)	Filed 05/03/2018