

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395578

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nature's Bakery, LLC		08/18/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road		
Internal Address:	MC 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85299202	ENERGY FOR LIFE'S GREAT JOURNEYS	
Serial Number:	85085946	NATURE'S BAKERY	
Serial Number:	85073368	NATURE'S BAKERY	
CORRESPONDENCE DATA			
Fax Number:	3134968454		
<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:	3134967912		
Email:	berger@millercanfield.com		
Correspondent Name:	Kimberly A. Berger		
Address Line 1:	150 West Jefferson		
Address Line 2:	Suite 2500		
Address Line 4:	Detroit, MICHIGAN 48226		
NAME OF SUBMITTER:	Kimberly A. Berger		
SIGNATURE:	/Kimberly A. Berger/		
DATE SIGNED:	08/18/2016		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is made as of August 18, 2016 by and between **Nature's Bakery, LLC**, a Delaware limited liability company ("Grantor"), and **Comerica Bank** ("Secured Party").

RECITALS

A. Secured Party has agreed to lend to Grantor certain funds (the "Loan"), and Grantor desires to borrow such funds from Secured Party pursuant to the terms of that certain Revolving Credit, Term Loan and Specific Advance Facility Agreement, dated as of the date hereof (the "Loan Agreement"). All initially capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement).

B. In order to induce Secured Party to enter into the Loan Agreement, Grantor has agreed to grant a security interest in certain intangible property to Secured Party for purposes of securing the obligations of Grantor to Secured Party.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Secured Party, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Intellectual Property Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; and

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.

3. Attorney-in-Fact. Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence of an Event of Default, to transfer the Intellectual Property Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

4. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

6. California Law and Jurisdiction; Jury Waiver. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Grantor and Secured Party consent to the exclusive jurisdiction of any state or federal court located in Santa Clara County, California. GRANTOR AND SECURED PARTY EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE LOAN DOCUMENTS, THIS AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

9460 Double R Blvd., Suite 200
Reno, NV 89521

NATURE'S BAKERY, LLC, a Delaware
limited liability company

By: 

Kelly Allin
Its: Chief Executive Officer

Attn:

SECURED PARTY

Address of Secured Party:

39200 Six Mile Road, MC 7578
Livonia, MI 48152

COMERICA BANK

By: _____
Brennan J. Moran
Its: Assistant Vice President

Security Agreement (Intellectual Property)

TRADEMARK
REEL: 005859 FRAME: 0100

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

NATURE'S BAKERY, LLC, a Delaware limited liability company

By: _____

Its: _____

Attn:

SECURED PARTY

Address of Secured Party:

COMERICA BANK

39200 Six Mile Road, MC 7578
Livonia, MI 48152

By:  _____

Brennan J. Moran

Its: Assistant Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C
Trademarks

Trademark	Jurisdiction	Application/ Registration Date	Application Number	Registration Number	Status	Owner
Nature's Bakery	Aruba	May 7, 2014 / August 18, 2014	IM-140507.13	32002	Registered	Bella Four Bakery, Inc.
Nature's Bakery	Australia	September 19, 2013 / October 2, 2014	1587538	1179300	Registered	Bella Four Bakery, Inc.
Nature's Bakery	Bahrain	September 19, 2013	1179300		Pending	Bella Four Bakery, Inc.
Nature's Bakery	Barbados	May 16, 2014	81/31972		Pending	Bella Four Bakery, Inc.
Nature's Bakery	Canada	April 9, 2013 / August 26, 2015	1621846	TMA912,527	Registered	Bella Four Bakery, Inc.
Nature's Bakery	Colombia	March 12, 2014 / January 8, 2015	520072	1179300	Registered	Bella Four Bakery, Inc.
Nature's Bakery	Costa Rica	May 5, 2014 / January 9, 2015	2014-3771	240538	Registered	Bella Four Bakery, Inc.
Nature's Bakery	CTM	April 9, 2013 / September 5, 2013	011723947	011723947	Registered	Bella Four Bakery, Inc.
Nature's Bakery	Dominican Republic	May 13, 2014 / October 31, 2014	2014-13718	215741	Registered	Bella Four Bakery, Inc.
Nature's Bakery	El Salvador	May 6, 2014 / September 8, 2015	2014135303	244/259	Registered	Bella Four Bakery, Inc.
Nature's Bakery	Guatemala	May 6, 2014 / February 2, 2015	4197-2014	203,039	Registered	Bella Four Bakery, Inc.

Nature's Bakery	Honduras	May 5, 2014 / March 18, 2015	15293/7014	132073	Registered	Bella Four Bakery, Inc.
Nature's Bakery	Indonesia	November 20, 2014	D002014053420		Pending	Bella Four Bakery, Inc.
Nature's Bakery	Israel	May 10, 2015	1179300		Pending	Bella Four Bakery, Inc.
Nature's Bakery	Jamaica	June 6, 2014 / June 6, 2014	64880	64880	Registered	Bella Four Bakery, Inc.
Nature's Bakery	Japan	September 19, 2013	1179300	1179300	Registered	Bella Four Bakery, Inc.
Nature's Bakery	Jordan	December 1, 2013	131876	131876	Registered	Bella Four Bakery, Inc.
Nature's Bakery	Mexico	April 9, 2013 / July 18, 2013	1,363,625	1383064	Registered	Bella Four Bakery, Inc.
Nature's Bakery	Nicaragua	May 6, 2014 / September 24, 2015	2014-001565	2015111173	Registered	Bella Four Bakery, Inc.
Nature's Bakery	Panama	May 22, 2014 / May 22, 2014	232153-01	232153-01	Registered	Bella Four Bakery, Inc.
Nature's Bakery	Philippines	November 14, 2014 / July 23, 2015	4-2014-014176	4-2014-014176	Registered	Bella Four Bakery, Inc.
Nature's Bakery	Qatar	December 25, 2013	86177		Pending	Bella Four Bakery, Inc.
Nature's Bakery & Device	Republic of Korea (South)	December 29, 2014 / October 2, 2015	40-2014-88614	40-1133529	Registered	Bella Four Bakery, Inc.
Nature's Bakery	Singapore	September 19, 2013 / September 19, 2013	1179300	1179300	Registered	Bella Four Bakery, Inc.

Nature's Bakery & Device	Taiwan	August 10, 2015	104046692		Pending	Bella Four Bakery, Inc.
Nature's Bakery (and Design)	Trinidad & Tobago	June 13, 2014	48390		Pending	Bella Four Bakery, Inc.
Nature's Bakery	United Arab Emirates	October 2, 2013	198957		Pending / Published	Bella Four Bakery, Inc.
Energy for Life's Great Journeys	United States of America	April 19, 2011 / March 27, 2012	85299202	4119643	Registered	Bella Four Bakery, Inc.
Nature's Bakery	United States of America	June 15, 2010 / February 8, 2011	85085946	3917217	Registered	Bella Four Bakery, Inc.
Nature's Bakery (and Design)	United States of America	June 28, 2010 / February 8, 2011	85073368	3917078	Registered	Bella Four Bakery, Inc.
Nature's Bakery	Vietnam	March 18, 2014	1179300		Pending	Bella Four Bakery, Inc.
Nature's Bakery	WIPO	September 19, 2013 / September 19, 2013	1179300	1179300	Registered	Bella Four Bakery, Inc.