

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443181

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Glutenfreeda Flagship, LLC		09/13/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S. Dearborn, Floor L2, Suite IL 1-048		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Bank: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4385235	GLUTEN FREE GLUTENFREEDA CERTIFIED LESS	
Registration Number:	3871302	GLUTENFREEDA	
Registration Number:	3871303	GLUTENFREEDA	
Registration Number:	3378634	GLUTENFREEDA	
Registration Number:	4254079	WE MAKE GLUTEN-FREE DELICIOUS...IT'S WHA	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	michael.barys@thomson.com		
Correspondent Name:	Annie Giacomini		
Address Line 1:	1700 Lincoln Street, Suite 4011		
Address Line 2:	Bryan Cave LLP		
Address Line 4:	Denver, COLORADO 80203		
NAME OF SUBMITTER:	Annie Giacomini		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	09/14/2017		
Total Attachments: 9			
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source=HRODEN-#1833646-v1-JPMC_Glutenfreeda_Joinder_-_USPTO (004)#page5.tif
source=HRODEN-#1833646-v1-JPMC_Glutenfreeda_Joinder_-_USPTO (004)#page6.tif
source=HRODEN-#1833646-v1-JPMC_Glutenfreeda_Joinder_-_USPTO (004)#page7.tif
source=HRODEN-#1833646-v1-JPMC_Glutenfreeda_Joinder_-_USPTO (004)#page8.tif
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Glutenfreeda Flagship, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 13, 2017

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A.

Street Address: 10 S. Dearborn, Floor L2, Suite 1L1-048

City: Chicago

State: IL

Country: USA Zip: 60603-2300

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other National Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See attached Exhibit A.

B. Trademark Registration No.(s)

See attached Exhibit A.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached Exhibit A.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Anne Giacomini

Internal Address: Bryan Cave LLP

Street Address: 1700 Lincoln Street, Suite 4011

City: Denver

State: CO Zip: 80203

Phone Number: 303-866-0246

Docket Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

September 13, 2017

Date

Anne Giacomini

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 2

EXHIBIT A

List of U.S. Registered Trademarks (and Applications therefor)

The following trademarks registered with, and the following trademark applications pending with, the United States Patent and Trademark Office, are owned by the Additional Grantor as noted below:

<u>Grantor</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Date of Registration</u>
Glutenfreeda Flagship, LLC	GLUTEN FREE GLUTENFREEDA CERTIFIED LESS THAN 5 PPM 100% DEDICATED FACILITY (and Design)	85628410	May 17, 2012	4385235	August 13, 2013
Glutenfreeda Flagship, LLC	GLUTENFREEDA	77790675	July 27, 2009	3871302	November 2, 2010
Glutenfreeda Flagship, LLC	GLUTENFREEDA (and Design)	77790685	July 27, 2009	3871303	November 2, 2010
Glutenfreeda Flagship, LLC	GLUTENFREEDA	78870408	April 26, 2006	3378634	February 5, 2008
Glutenfreeda Flagship, LLC	WE MAKE GLUTEN- FREE DELICIOUS...IT'S WHAT WE DO	85628127	May 17, 2012	4254079	December 4, 2012

AMENDMENT AND JOINDER TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDMENT AND JOINDER TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of September 13, 2017, is executed by the undersigned for the benefit of JPMORGAN CHASE BANK, N.A., a national banking association, in its capacity as Administrative Agent for the Lenders under and pursuant to the Credit Agreement, hereinafter defined (the "Secured Party") in connection with that certain Intellectual Property Security Agreement, dated as of May 5, 2017, by and among (a) FLAGSHIP FOOD GROUP LLC, a Delaware limited liability company, (b) SATARIA ACQUISITION LLC, a Delaware limited liability company, (c) FLAGSHIP FOOD GROUP NORTH AMERICA LLC, a Delaware limited liability company, (d) FOC ACQUISITION LLC, a Delaware limited liability company, (e) D B B MARKETING COMPANY, a California corporation, (f) EXCELLINE FOOD PRODUCTS, LLC, a Delaware limited liability company (each an "Original Grantor" and collectively, the "Original Grantors") and the Secured Party (as amended, restated, supplemented or modified from time to time, the "IP Security Agreement"). Capitalized terms not otherwise defined herein are being used herein as defined in the IP Security Agreement, or in the Credit Agreement, as defined below.

WHEREAS, Flagship Food Group LLC, as "Borrower", the other Loan Parties party thereto, the Lenders party thereto as the "Lenders", and the Secured Party (in its capacities as "Administrative Agent", "Swingline Lender" and "Issuing Bank"), are the parties to that certain Credit Agreement, dated as of April 14, 2017 (as the same may be amended, restated, modified, extended or supplemented from time to time, the "Credit Agreement");

WHEREAS, the undersigned **GLUTENFREEDA FLAGSHIP, LLC**, a Delaware limited liability company ("Additional Grantor"), is a new Subsidiary of Flagship Food Group North America LLC, a Delaware limited liability company;

WHEREAS, pursuant to Section 5.14(a) of the Credit Agreement, the Additional Grantor, as a new Subsidiary of Flagship Food Group North America LLC, is required to execute and deliver to the Secured Party a counterpart of a Joinder Agreement and to take all such further actions and execute all such further documents and instruments as may reasonably be necessary or, in the reasonable opinion of the Administrative Agent, desirable to create in favor of the Secured Party, for the benefit of the Secured Creditors (as defined below), a valid and perfected first priority Lien and security interest in all of the real and personal property assets of such Subsidiary;

WHEREAS, this Agreement is made for the benefit of the Secured Party, in its capacity as Administrative Agent for the Lenders, of the Lenders, of the holders of obligations under Swap Agreements or for Banking Services Obligations, and of the Swingline Lender and the Issuing Bank (collectively, the "Secured Creditors", with each being a "Secured Creditor").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Original Grantors and the Additional Grantor hereby agree as follows:

1. Joinder of Additional Grantor.

(a) Additional Grantor assumes all the obligations of a Grantor under the IP Security Agreement and agrees that such person or entity is a Grantor and bound as a Grantor under the terms of the IP Security Agreement, as if it had been an original signatory to such agreement.

(b) In furtherance of the foregoing, to secure the Secured Obligations, Additional Grantor hereby assigns, pledges and grants to the Secured Party, for the benefit of the Secured Creditors, a security interest in and continuing Lien on, with (only upon the occurrence and during the continuance of an Event of Default) power of sale to the extent permitted by applicable law, all of the Additional Grantor's right, title and interest in all U.S. and foreign patents, trademarks, copyrights, trade names, assumed names, service marks, patent applications, trademark applications, trade name applications, service mark applications, copyright applications, design rights and trade secrets and the inventions and improvements described and claimed in the patents and patent applications (together with the items described in Clauses (a) through (d), below, the "Proprietary Collateral"), whether now owned or existing and filed or hereafter acquired or arising and filed, including, without limitation, the Proprietary Collateral listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations in part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and 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. In addition, without limitation of the foregoing, with respect to any applications by the Additional Grantor for a trademark based on an intent to use the same, if and so long as such application is pending without an Amendment to Allege Use or a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), so long as the Additional Grantor's Intent-To-Use Application is pending without an Amendment to Allege Use or a Statement of Use having been filed and accepted, the Proprietary Collateral shall include only a security interest for collateral purposes in such Intent-To-Use Application and not a sale, transfer, conveyance or other assignment thereof.

(c) Exhibit A to the IP Security Agreement is hereby amended to add the information relating to Additional Grantor and its Proprietary Collateral set out on Schedule A hereof.

(d) Additional Grantor hereby makes to the Secured Party the representations and warranties set forth in the IP Security Agreement applicable to Additional Grantor and the applicable Proprietary Collateral and confirms that such representations and warranties are true and correct.

(e) In furtherance of its obligations under the IP Security Agreement, Additional Grantor agrees to deliver to the Secured Party such filings and other

documentation as the Secured Party (or its successors or assigns) may require to evidence, protect and perfect the liens created by the IP Security Agreement, as modified hereby. Additional Grantor acknowledges the authorizations given to the Secured Party under the Security Agreement.

(f) Additional Grantor's address for notices under the IP Security Agreement shall be the address set forth on the signature page hereof or at such other address as Additional Grantor shall designate in a written notice to Secured Party.

2. No Release of the Original Grantors. Additional Grantor, the Original Grantors, and Secured Party acknowledge and agree that notwithstanding the execution of this Agreement, (a) the Original Grantors remain obligated under the terms of the Security Agreement, and (b) Secured Party has not released any existing Liens and security interests, which continue to secure payment and performance under the Loan Documents.

3. Modification of Loan Documents. The following provisions shall control and be deemed to amend all inconsistent provisions of the Loan Documents as necessary to give full force and effect to the following as of the Effective Date (and May 5, 2017 in the case of the IP Security Agreement):

(a) IP Security Agreement. Any and all references in the Loan Documents to Grantor shall henceforth mean and include the Original Grantors and Additional Grantor.

(b) Loan Documents. Any and all references in the Loan Documents to the Loan Documents shall henceforth mean the Loan Documents as they have been assumed and modified hereby, and henceforth all references to "Loan Documents" in the Loan Documents shall include this Agreement and the other documents and instruments executed and delivered in conjunction with this Agreement.

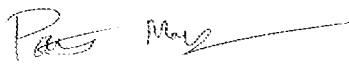
4. General. This Agreement shall be deemed to be part of, and a modification to, the IP Security Agreement and shall be governed by all the terms and provisions of the IP Security Agreement, with respect to the modifications intended to be made to such agreement, which terms are incorporated herein by reference, are ratified and confirmed and shall continue in full force and effect as valid and binding agreements of each such person or entity enforceable against such person or entity. The Original Grantors and Additional Grantor hereby waive notice of the Secured Party's acceptance of this Agreement. The Original Grantors and Additional Grantor will each deliver an executed original of this Agreement to the Secured Party. The parties hereto agree to sign any additional documents reasonably necessary to give effect to the terms of this Agreement, if requested by Secured Party.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.


ORIGINAL GRANTORS:

FLAGSHIP FOOD GROUP LLC
SATARIA ACQUISITION LLC
FOC ACQUISITION LLC
FLAGSHIP FOOD GROUP NORTH
AMERICA LLC
EXCELLINE FOOD PRODUCTS, LLC
D B B MARKETING COMPANY

By: 
Name: Patrick Moulder
Title: Chief Financial Officer

ADDITIONAL GRANTOR:

GLUTENFREEDA FLAGSHIP, LLC
a Delaware limited liability company

By: 
Name: Patrick Moulder
Title: Chief Financial Officer

Address:

6455 S. Yosemite Street #140
Greenwood Village, CO 80111
Arapahoe County, Colorado
E-Mail: pmoulder@flagshipfood.com

SECURED PARTY:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

ORIGINAL GRANTORS:

FLAGSHIP FOOD GROUP LLC
SATARIA ACQUISITION LLC
FOC ACQUISITION LLC
FLAGSHIP FOOD GROUP NORTH
AMERICA LLC
EXCELLINE FOOD PRODUCTS, LLC
D B B MARKETING COMPANY

By: _____
Name: Patrick Moulder
Title: Chief Financial Officer

ADDITIONAL GRANTOR:

GLUTENFREEDA FLAGSHIP, LLC
a Delaware limited liability company

By: _____
Name: Patrick Moulder
Title: Chief Financial Officer

Address:

6455 S. Yosemite Street #140
Greenwood Village, CO 80111
Arapahoe County, Colorado
E-Mail: pmoulder@flagshipfood.com

SECURED PARTY:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: Rebecca Ogden
Name: Rebecca Ogden
Title: Executive Director

SCHEDULE A

List of U.S. Registered Trademarks (and Applications therefor)

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Glutenfreeda Flagship, LLC	WE MAKE GLUTEN- FREE DELICIOUS...IT'S WHAT WE DO	85628127	May 17, 2012	4254079	December 4, 2012

List of Foreign Trademarks (and Applications therefor)

The following foreign trademarks are owned by the Additional Grantor as noted below:

<u>Grantor</u>	<u>Trademark</u>	<u>Serial No./ Filing Date</u>	<u>Reg. No/ Reg. Date</u>	<u>Country</u>	<u>Goods</u>	<u>Status and Next Deadline</u>
Glutenfreeda Flagship, LLC	GLUTENFREEDA	1465001 01/07/2010	TMA812008 11/18/2011	Canada	(1) Burritos, cookie dough., oatmeal, granola; (2) Burritos; cookies; granola; ice cream sandwiches; oatmeal	Registered; Renewal due 11/18/2026