

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM444584

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Crider, Inc.		09/22/2017	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal		
<b>Street Address:</b>	115 South LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	chartered bank: CANADA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3043767	CRIDER	
<b>Registration Number:</b>	2856961	HARVEST CREEK	
<b>Registration Number:</b>	3990311	COMFORT CREEK FOODS	
<b>Registration Number:</b>	4425807	COMFORT CREEK FOODS	
<b>Registration Number:</b>	4329779	HARVEST CREEK	
<b>Registration Number:</b>	4329780	CRIDER	
<b>Serial Number:</b>	86639301	EASY SNACK!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	michael.barys@clarivate.com		
<b>Correspondent Name:</b>	Laura L. Dunn		
<b>Address Line 1:</b>	111 West Monroe Street		
<b>Address Line 2:</b>	Chapman and Cutler LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	Laura L. Dunn		
<b>SIGNATURE:</b>	/Michael Barys/		
<b>DATE SIGNED:</b>	09/26/2017		

OP \$190.00 3043767

**Total Attachments: 6**

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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):**

Crider, Inc.

- Individual(s)
- Partnership
- Corporation- State: Georgia
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) September 22, 2017

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of Montreal

Street Address: 115 South LaSalle Street

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other chartered bank Citizenship Canada

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 Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached?  Yes  No

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

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

Name: Laura L. Dunn

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-3408

Docket Number: \_\_\_\_\_

Email Address: ldunn@chapman.com

**6. Total number of applications and registrations involved:**

7

**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:** Laura L. Dunn for Chapman and Cutler LLP

September 26, 2017

Signature

Date

Laura L. Dunn, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK COLLATERAL AGREEMENT

This 22nd day of September, 2017, Crider, Inc., a Georgia corporation ("*Debtor*") with its principal place of business and mailing address at One Plant Avenue, Stillmore, Georgia 30464 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal, a Canadian chartered bank acting through its Chicago branch ("*BMO*"), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

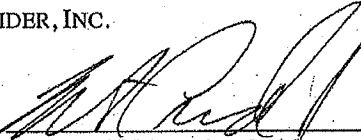
to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Second Amended and Restated Security Agreement bearing even date herewith between Debtor and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without 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*"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CRIDER, INC.

By   
Name William A. Crider, Jr.  
Title Chairman

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent as aforesaid

By \_\_\_\_\_  
Name: Thomas Ausborn  
Title: Director

[Signature Page to Trademark Collateral Agreement]

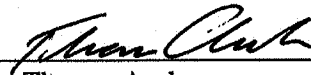
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CRIDER, INC.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent as aforesaid

By   
Name: Thomas Ausborn  
Title: Director

[Signature Page to Trademark Collateral Agreement]

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

<b>COUNTRY/ Ballard Ref No.</b>	<b>MARK</b>	<b>SERIAL NO./ REG. NO.</b>	<b>DATE FILED/ REG. DATE</b>
United States 03054.1002US	CRIDER and Design	76/601747 3043767	07/12/2004 01/17/2006
United States 03054.1003US	HARVEST CREEK	78/215663 2856961	02/17/2003 06/22/2004
United States 03054.1012US	COMFORT CREEK FOODS	77/235090 3990311	07/20/2007 07/05/2011
United States 03054.1016US	COMFORT CREEK FOODS	77/807691 4425807	08/19/2009 10/29/2013
United States 03054.1018US	HARVEST CREEK	77/807684 4329779	08/19/2009 05/07/2013
United States 03054.1019US	CRIDER	77/807688 4329780	08/19/2009 05/07/2013
United States 03054.1025US	EASY SNACK!	86/639301 Pending	05/22/2015 Pending