

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455460

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OREGON ICE CREAM, LLC		12/11/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION		
Street Address:	111 S.W. FIFTH AVENUE, SUITE 400		
City:	PORTLAND		
State/Country:	OREGON		
Postal Code:	97204		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4368379	ALDEN'S	
Registration Number:	3292119	ALDEN'S ICE CREAM	
Registration Number:	3186997	CASCADE GLACIER	
Registration Number:	2561871	JULIE'S ORGANIC ICE CREAM	
Serial Number:	87667083	ALDEN'S ORGANIC SUPPORTING FAMILY FARMS	
Serial Number:	87667047	CASCADE GLACIER	
Serial Number:	87134169	JULIE'S	
Serial Number:	87552985	JULIE'S ORGANIC PURE DELIGHT	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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:	2063598000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Seth H. Reagan		
Address Line 1:	1201 THIRD AVENUE, SUITE 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	12187-7015		
NAME OF SUBMITTER:	Seth H. Reagan		

OP \$215.00 4368379

SIGNATURE:	/Seth H. Reagan/
DATE SIGNED:	12/21/2017
Total Attachments: 4 source=USB_OIC - Amended and Restated TM Security Agreement (executed)#page1.tif source=USB_OIC - Amended and Restated TM Security Agreement (executed)#page2.tif source=USB_OIC - Amended and Restated TM Security Agreement (executed)#page3.tif source=USB_OIC - Amended and Restated TM Security Agreement (executed)#page4.tif	

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Amended and Restated Trademark Security Agreement (this "Agreement") dated as of December 11, 2017, is given by OREGON ICE CREAM, LLC, a Delaware limited liability company ("Obligor"), in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Bank").

WITNESSETH:

WHEREAS, on or about June 25, 2013 Obligor and Bank entered into that certain Financing Agreement (together with all amendments, supplements, exhibits and modifications thereto, the "Financing Agreement"), whereby Bank agreed to extend certain credit to Obligor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Financing Agreement, Obligor executed and delivered that certain Security Agreement dated as of June 25, 2013 in favor of Bank (together with all amendments, supplements, exhibits and modifications thereto, the "Security Agreement"), pursuant to which Obligor pledged and granted to Bank a continuing security interest in all Trademarks (as defined in the Security Agreement);

WHEREAS, in connection with the Security Agreement, the Obligor executed that certain Trademark Security Agreement dated as of June 25, 2013 (together with all amendments, supplements, exhibits and modifications thereto, the "Existing Trademark Security Agreement") recorded in the United States Patent and Trademark Office at Reel 005075 and Frame 0184; and

WHEREAS, the Obligor desires to amend and restate the Existing Trademark Security Agreement in its entirety in order to update Schedule A attached to the Existing Trademark Security Agreement and reaffirm its pledge and grant of a continuing security interest in the Trademark Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Bank to continue to extend credit to Obligor pursuant to the Financing Agreement, Obligor, for the benefit of Bank, (a) agrees that the Existing Trademark Security Agreement is hereby amended and restated in its entirety as set forth herein, (b) agrees that all documents or instruments perfecting Bank's security interest granted under the Security Agreement and the Existing Trademark Security Agreement shall remain in full force and effect, except as expressly modified or amended by this Agreement, and (c) further agrees as follows:

1. Definitions

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Financing Agreement and the Security Agreement.

2. Grant of Security Interest

Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of a Default or an Event of Default, assigns, transfers and conveys the Trademarks (including, without limitation, those items listed on Schedule A attached hereto) (collectively, the "Trademark Collateral") to Bank, to secure payment, performance and observance by Obligor of the Obligations.

3. Purpose

This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Bank in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement and the Financing Agreement (and all rights and remedies of Bank thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment

Obligor does hereby further acknowledge and affirm that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Financing Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank;
signature page follows]

The undersigned Grantor hereby acknowledges and agrees that the security interest in the foregoing Trademark Collateral (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any Trademark except in accordance with the Security Agreement and Financing Agreement.



OREGON ICE CREAM, LLC,
a Delaware limited liability company

By: Robert DesMarais
Name: Robert DesMarais
Title: Chairman

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006233 FRAME: 0354

Schedule A

Mark Name	Owner Name	Application Number & Date	Registration Number & Date	Status	Jurisdiction
ALDEN'S	OREGON ICE CREAM, LLC	App 85791423 App 30-NOV-2012 30	Reg 4368379 Reg 16-JUL-2013	Published (Pending) Section 2(F)	USPTO
 Alden's ICE CREAM	OREGON ICE CREAM, LLC	App 78832794 App 08-MAR-2006 30	Reg 3292119 Reg 11-SEP-2007	Registered	USPTO Disclaims: "ICE CREAM"
CASCADE GLACIER	OREGON ICE CREAM, LLC	App 78810430 App 08-FEB-2006 30	Reg 3186997 Reg 19-DEC-2006	Registered	USPTO
 JULIE'S ORGANIC ICE CREAM	OREGON ICE CREAM, LLC	App 78001018 App 26-MAR-2000 30	Reg 2561871 Reg 16-APR-2002	Renewed (Registered)	USPTO Disclaims: "ORGANIC ICE CREAM"
ALDEN'S ORGANIC SUPPORTING FAMILY FARMS AND DESIGN	OREGON ICE CREAM, LLC	App 87667083 App 31-OCT-2017		Pending	USPTO
CASCADE GLACIER AND DESIGN	OREGON ICE CREAM, LLC	App 87667047 App 31-OCT-2017		Pending	USPTO
JULIE'S	OREGON ICE CREAM, LLC	App 87134169 App 10-AUG-2016	Reg 5161079 Reg 14-MAR-2017	Registered	USPTO
JULIE'S ORGANIC PURE DELIGHT AND DESIGN	OREGON ICE CREAM, LLC	App 87552985 App 2-AUG-2017		Pending	USPTO