

**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):**

Boudin IP, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- 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 10, 2018

- 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: Woodforest National Bank

Internal

Address: Loan Operations

Street Address: 25231 Grogan's Mill, Suite 450

City: The Woodlands

State: Texas

Country: United States Zip: 77380

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Banking Assoc.

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)  
See Attached

B. Trademark Registration No.(s)  
See Attached

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

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

Name: Lien Solutions

Internal Address: \_\_\_\_\_

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: New York Zip: 12205

Phone Number: 518-453-4052

Fax Number: \_\_\_\_\_

Email Address: ryan.carpentier@wolterskluwer.com

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

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment information:**

a. Credit Card Last 4 Numbers 0974  
Expiration Date 03/21

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**

Ryan Carpentier  
Signature

11/20/18  
Date

Total number of pages including cover sheet, attachments, and document: 5

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

OP \$40.00 5285308

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Boudin IP, Inc.	San Francisco Sourdough Crisps	5,285,308	September 12, 2017

## GRANT OF TRADEMARK SECURITY INTEREST

Date: September 10, 2018

**WHEREAS**, BOUDIN IP, INC., a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, Grantor and ANDRE-BOUDIN BAKERIES, INC., a California corporation ("**AB Bakeries**"), as borrowers, and WOODFOREST NATIONAL BANK, a national banking association ("**Secured Party**") have entered into that certain Amended and Restated Loan Agreement, dated as of September 10, 2018 (said Loan Agreement, as it may heretofore have been and as it may hereafter be amended, restated or replaced from time to time, the "**Loan Agreement**"); and

**WHEREAS**, pursuant to the terms of an Amended and Restated Security Agreement dated as of September 10, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"; terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Loan Agreement), among Grantor, AB Bakeries, Holdings, BPO, FW, Boudin Bakeries, SF Bread, and Secured Party, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party, to secure the Secured Obligations, a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**");

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes

whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, licensed, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

**IN WITNESS WHEREOF.** Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BOUDIN IP, INC.,  
a Delaware corporation

By: 

Name: J. Robert McCourt

Title: Chief Executive Officer

[Signature Page to Grant of Trademark Security Interest]