

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506085

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bob's Red Mill Natural Foods, Inc.		01/10/2019	Corporation: OREGON

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 S. Dearborn St., Floor L2
Internal Address:	Suite IL1-0480
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	5188607	1 TO 1
Registration Number:	4595243	ADVENTURE READY
Registration Number:	4948134	AMERICA'S BEST BAKING FLOUR
Registration Number:	4992868	ANCIENT INGREDIENTS. BRAND NEW MOJO.
Registration Number:	5008786	BAKE ON
Registration Number:	3144441	BOB'S RED MILL
Registration Number:	2537720	BOB'S RED MILL
Registration Number:	5543563	BOB'S
Registration Number:	4438410	
Registration Number:	5543564	BRM
Registration Number:	4731930	EAT WISELY, YOU'RE IRREPLACEABLE
Registration Number:	4564779	FOOD IS FUEL
Registration Number:	4564778	FOOD IS MEDICINE
Registration Number:	4438434	FRIEND OF THE HEART
Registration Number:	4502451	GLUTEN FREEDOM
Registration Number:	3200109	GLUTEN FREE, FLAVOR FULL
Registration Number:	4731928	GOOD FOOD IS THE BEST MEDICINE
Registration Number:	5151109	GOOD, TO GO.

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4544095	GRAINS OF DISCOVERY
Registration Number:	4731978	HEALTHY FOOD IS THE BEST MEDICINE
Registration Number:	4731959	HELPING MAKE THE WORLD A HEALTHIER PLACE
Registration Number:	3141377	LIFE INSURANCE YOU EAT
Registration Number:	4438470	BOB'S RED MILL, WHOLE GRAIN STORE, BAKER
Registration Number:	3132150	NO GRAIN. NO GAIN.
Registration Number:	4544101	PASSPORT TO WHOLE GRAIN ADVENTURE
Registration Number:	2423359	PEPPY KERNELS
Registration Number:	5124814	REPLACE THE FLOUR, NOT YOUR RECIPE.
Registration Number:	4597880	SPAR FOR THE SPURTLE
Registration Number:	4754307	STACK THE ODDS IN YOUR FAVOR
Registration Number:	3221370	STACK THE ODDS IN YOUR FAVOR
Registration Number:	4679369	THE GREATEST WEALTH IS HEALTH
Registration Number:	4564851	THE HEALTHY PLACE IN YOUR STORE
Registration Number:	3185303	TO YOUR GOOD HEALTH.
Registration Number:	4427379	TO YOUR GOOD HEALTH
Registration Number:	5137902	UNPROCESSED IS OUR PROCESS
Registration Number:	4992853	USED BY THE BODY, BELOVED BY THE TASTEBU
Registration Number:	3197893	WHOLE GRAIN FOODS FOR EVERY MEAL OF THE
Registration Number:	4981505	WORLD CHAMPION OATMEAL
Registration Number:	4940068	WORLD'S BEST OATMEAL
Registration Number:	3188531	YOU CAN SEE OUR QUALITY
Registration Number:	4992861	YOUR DAILY ALLOWANCE OF YEEE-HAAAAH.

CORRESPONDENCE DATA

Fax Number: 3125786666

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.

Phone: 3122633600

Email: maureen.drews@hklaw.com

Correspondent Name: Renee P. Lewis

Address Line 1: Holland & Knight LLP

Address Line 2: 131 S. Dearborn Street, 30th Floor

Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER: Renee P. Lewis

SIGNATURE: /Renee P. Lewis/

DATE SIGNED: 01/16/2019

Total Attachments: 10

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**SECURITY INTEREST GRANT
INTELLECTUAL PROPERTY**

This Security Interest Grant Intellectual Property (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Grant"), is entered into as of January 10, 2019, by Bob's Red Mill Natural Foods, Inc., an Oregon corporation ("Bob's Foods") and Bob's Red Mill Export, Inc., an Oregon corporation ("Bob's Export"), in favor of JPMorgan Chase Bank, N.A., as lender (the "Lender"). Bob's Foods and Bob's Export are each referred to herein as a "Grantor" and collectively as the "Grantors."

WHEREAS, the Grantors and the Lender have entered into a Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, respectively the "Credit Agreement"), and the Grantors and the Lender have entered into a Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, respectively the "Security Agreement"); and

WHEREAS, pursuant to the terms of the Credit Agreement and the Security Agreement, each Grantor created in favor of the Lender a security interest in, and the Lender has become a secured creditor with respect to, all assets of said Grantor, which includes the Intellectual Property Collateral (as defined below);

WHEREAS, the Grantors have adopted, used and are using, and holds all right, title and interest in various intangible assets, including the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Grantor hereby grants to the Lender a security interest in all of said Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"):

- (A) the patents and patent applications set forth in Schedule A hereto (the "Patents");
- (B) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");
- (C) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the "Copyrights");
- (D) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, and, to the extent applicable, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(E) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(F) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the Intellectual Property Collateral, are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Credit Agreement, Security Agreement and this Grant shall be construed in accordance with and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State. Whenever possible, each provision of the Credit Agreement, Security Agreement and the Grant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Credit Agreement, Security Agreement or the Grant, shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Credit Agreement, Security Agreement or the Grant.

(Signature Page Follows)

IN WITNESS WHEREOF, each Grantor has caused this Security Interest Grant Intellectual Property to be duly executed by its respective officer as of the date first above written.

GRANTORS:

BOB'S RED MILL NATURAL FOODS, INC., an
Oregon corporation


By: 

John (Trev) Wintrop, Chief Financial Officer

[Signature Page to Security Interest Grant Intellectual Property]

TRADEMARK
REEL: 006526 FRAME: 0339

BOB'S RED MILL EXPORT, INC., an Oregon
corporation

By: 
John (Jay) Winkrop, President

[Signature Page to Security Interest Grant Intellectual Property]

TRADEMARK
REEL: 006526 FRAME: 0340

Schedule A

Patents and Patent Applications

None.

Schedule B

Trademark and Service Mark Registrations and Applications

TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number	Country Registered
Bob's Red Mill Natural Foods, Inc.	1 to 1	04/18/2017	5188607	US
	Adventure Ready	09/02/2014	4595243	US
	America's Best Baking Flour	04/26/2016	4948134	US
	Ancient Ingredients. Brand New Mojo	07/05/2016	4992868	US
	Bake On	07/26/2016	5008786	US
	Bob's Red Mill (word mark)	09/19/2006	3144441	US
		10/20/2014 10/20/2014 10/20/2014 01/19/2015	2686493 2686358 2686359 2707306	Argentina
		11/09/2011	1458789	Australia
		04/11/2017	907684220 [cl 30]	Brazil
		01/22/2007	TMA680005	Canada
		11/11/2015	1185448	Chile
		08/06/2007	963980	China
		07/31/2015	516054	Colombia
		09/22/2009	963980	Denmark
		05/10/2011 03/20/2013	009391533, 011320799	European Union
		06/2011	963980	Finland
		08/31/2012	302363733	Hong Kong
		09/10/2014	1240090	India
		In Process	Application Nos. <u>D002013044075</u> (cl 29) <u>D002013044076</u> (cl 31)	Indonesia
		12/07/2009	963980	Japan
		07/09/2012 07/09/2012 07/09/2012	2012011683, (cl 29) 2012011684, (cl 30) 2012011685 (cl 31)	Malaysia
		08/14/2009 09/27/2012 08/14/2009	1126574 (CL 29) 1309751 (CI 30) 1163706 (CI 31)	Mexico

Name of Grantor	Trademark	Registration Date	Registration Number	Country Registered
		11/22/2012	11013	Mongolia
		09/21/2011	848561	New Zealand
		07/16/2013	3629-306168182117	Nigeria
		08/06/2007	200901478	Norway
		05/2015	76209	OAPI *
		02/16/2013	4-2012-010702	Philippines
		01/04/2013	201300196, (CI 5) 201300197, (CI 29) 201300198, (CI 30) 201300199 (CI 31)	South Africa
		01/25/2011	963980	South Korea
		09/19/2008	963980 (T0808159D)	Singapore
		12/16/2008	01342905	Taiwan
		01/09/2014 In Process	171128402 Application Nos. 923433, 923432, 923434	Thailand
		02/02/2017 (application filing date—in process)	Application No. 4-2017-01979	Vietnam
	Bob's Red Mill (logo)	02/12/2002	2537720	US
		01/11/2013	TMA839886	Canada
		05/24/2014 05/24/2014 05/28/2014 08/21/2014	11693640, (CI 29) 11693639, (CI 30) 11693641, (CI 5) 11693638 (CI 31)	China
		11/05/2012	302425879	Hong Kong
	Red Mill (logo)	Mark assigned to Bob's Red Mill by supplier who registered without the "Bob" 04/21/2008	P284300, P284301	Venezuela
	Bob's Red Mill Chinese Characters	01/14/2016	15675290	China
	Bob's	08/21/2018	5543563	US
	Bob's Head logo	11/26/2013	4438410	US
	BRM	08/21/2018	5543564	US
	Eat Wisely, You're Irreplaceable	05/15/2015	7431930	US
	Food Is Fuel	07/08/2014	4564779	US
	Food Is Medicine	07/08/2014	4564778	US
	Friend of the Heart	11/26/2013	4438434	US
	Gluten Freedom	03/25/2014	4502451	US
	Gluten Free, Flavor Full	01/23/2007	3200109	US
		01/23/2007	TMA688099	Canada

Name of Grantor	Trademark	Registration Date	Registration Number	Country Registered
	Good Food is the Best Medicine	05/05/2015	4731928	US
	Good, to Go.	02/28/2017	5151109	US
	Grains of Discovery	06/03/2014	4544095	US
	Healthy Food is the Best Medicine	05/05/2015	4731978	US
	Helping Make the World a Healthier Place	05/05/2015	4731959	US
	Life Insurance You Eat	09/12/2006	3141377	US
		01/23/2007	TMA680097	Canada
	Mill Store logo	11/26/2013	4228470	US
	No Grain. No Gain.	08/22/2006	3132150	US
		01/08/2007	TMA679013	Canada
	Passport to Whole Grain Adventure	06/03/2014	4544101	US
	Peppy Kernels	01/23/2001	2423359	US
	Replace the Flour, Not Your Recipe	01/17/2017	5124814	US
	Spar for the Spurtle	09/02/2014	4597880	US
	Stack the Odds in Your Favor	06/16/2015	4754307	US
	Stack the Odds in Your Favor (pancake and waffle mixes only)	03/27/2007	3221370 4754307	US
		01/08/2007	TMA679012	Canada
	The Greatest Wealth is Health	01/27/2015	4679369	US
	The Healthy Place in Your Store	07/08/2014	4564851	US
	To Your Good Health	12/19/2006	3185303 (CI 29, 30 and 31)	US
		11/05/2013	4427379 (CI 5)	
		01/30/2008	TMA706109 (CI 29, 30 and 31)	Canada
	Unprocessed is Our Process	02/07/2017	5137902	US
	Used by the Body, Beloved by the Taste Buds	07/05/2016	4992853	US
	Whole Grain Foods for Every Meal of the Day	01/16/2007	3197893	US
		01/23/2007	TMA688099	Canada
	Wholesomely Yours	10/29/2015	TMA918786	Canada
	World Champion Oatmeal	06/21/2016	4981505	US
	World's Best Oatmeal	04/19/2016	4940068	US
	You Can See Our Quality	12/26/2006	3188531	US

Name of Grantor	Trademark	Registration Date	Registration Number	Country Registered
		01/23/2007	TMA680098	Canada
	Your Daily Allowance of Yee-Haaah	07/05/2016	4992861	US

* OAPI registration covers the countries of Benin, Burkina Faso, Cameroon, the Central African Republic, Chad, Congo, Equatorial Guinea, Gabon, Guinea, Guinea-Bissau, Ivory Coast, Mali, Mauritania, Niger, Senegal and Togo

TRADEMARK APPLICATIONS

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
Bob's Red Mill Natural Foods, Inc.	Bob's Bar	07/24/2018	88050557
Bob's Red Mill Natural Foods, Inc.	Bob's Better Bar	01/24/2018	88050523

Schedule C

Copyrights

Name of Grantor	Copyright	Registration Date	Registration Number
Bob's Red Mill	Bob's Red Mill Cookbook	11/12/2009	TX0007095984
Bob's Red Mill Natural Foods, Inc.	Stone Ground Whole Grain Goodness.	05/07/2015	VAu001210621