

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM529280

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TruFood Mfg., Inc.		06/18/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cadence Bank, N.A.		
<b>Street Address:</b>	3399 Peachtree Road NE, Suite 1800		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30326		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86642307	TRUFOODMFG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129847700		
<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>Phone:</b>	312-372-2000		
<b>Email:</b>	ipdocketmwe@mwe.com, jmikulina@mwe.com, zbeal@mwe.com, ipdocketchicago@mwe.com		
<b>Correspondent Name:</b>	Jennifer M. Mikulina		
<b>Address Line 1:</b>	444 West Lake Street, Suite 4000		
<b>Address Line 2:</b>	McDermott Will & Emery LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-0029		
<b>ATTORNEY DOCKET NUMBER:</b>	089998-0046		
<b>NAME OF SUBMITTER:</b>	Jennifer M. Mikulina		
<b>SIGNATURE:</b>	/Jennifer M. Mikulina/		
<b>DATE SIGNED:</b>	06/26/2019		
<b>Total Attachments: 5</b>			
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source=08. Trademark Assignment Agreement from Senior Secured Parties to Purchaser#page2.tif			
source=08. Trademark Assignment Agreement from Senior Secured Parties to Purchaser#page3.tif			

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## **ASSIGNMENT OF INTANGIBLE PROPERTY**

THIS ASSIGNMENT OF INTANGIBLE PROPERTY AGREEMENT ("Agreement") is entered into as of this 18<sup>th</sup> day of June, 2019, by and between **TRUFOOD MFG., INC.**, a Delaware corporation ("Assignor"), and **CADENCE BANK, N.A.** (as successor in interest to State Bank and Trust Company, as successor in interest to AloStar Bank of Commerce), as administrative agent and collateral agent ("Assignee").

### **R E C I T A L S:**

A. Assignor, Assignee, and the Lenders (defined in the Loan Agreement (defined below)) are parties to that certain Loan and Security Agreement, dated as of April 28, 2017 (as amended, restated, supplemented or otherwise modified and in effect from time to time, including, without limitation, pursuant to that certain First Amendment to Loan and Security Agreement dated as of January 8, 2018, and that certain Second Amendment to Loan and Security Agreement dated as of May 17, 2018, and that certain Third Amendment to Loan and Security Agreement dated as of December 3, 2018, collectively the "Loan Agreement"; and together with such other and additional loan documents executed and delivered to or for the benefit of the Lenders, including, but not limited to, promissory notes, deposit account control agreements, consents, assignments, security agreements, intellectual property security agreements, pledge agreements, subordination agreements, other agreements, instruments, guarantees and financing statements in connection with the indebtedness referred to in the Loan Agreement, the "Loan Documents"). All capitalized terms used herein and not otherwise defined in this Agreement shall have the meanings given to them in the Loan Agreement.

B. The Assignor granted Assignee, as Agent, for the benefit of itself and the Lenders, security interests in and liens upon substantially all of its property to secure the liabilities and obligations owing to the Agent and Lenders under the Loan Documents.

C. The Loan Parties and Assignee, as Agent, are also parties to that certain letter agreement dated June 7, 2019 (the "Consent Agreement"), pursuant to which, among other things, the Assignee peacefully surrendered the Collateral to Agent, consented to the Agent's conduct of one or more private sales thereof in accordance with the Agent's rights under the Loan Documents and applicable law, including, without limitation, Article 9 of the UCC, and agreed to cooperate with Agent's and Lenders' efforts in furtherance of the foregoing.

D. In connection with the foregoing, Assignee, in its capacity as Administrative Agent and Collateral Agent under the Loan Agreement, and AOG, LLC, a Delaware limited liability company, as purchaser ("Purchaser"), entered into that certain Purchase and Sale Agreement Pursuant to Article 9 of the Uniform Commercial Code, dated June 7, 2019 (as the same may be amended, modified or supplemented the "Article 9 PSA"), pursuant to which Agent shall sell, assign, transfer and convey to Purchaser all of Agent's and Assignee's rights, title and interests of whatever kind or nature in and to the Collateral, including, without limitation, Assignee's interest in and to all Intellectual Property, all in accordance with and subject to the terms and conditions set forth in the Article 9 PSA. The Article 9 PSA also provides, among other things, that upon consummation of the sale transactions provided for therein, and payment of the purchase price pursuant to the Article 9 PSA, Agent, Lenders and the Assignee shall execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

1. Assignment. In furtherance of the matters provided for in the Consent Agreement, Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee without any restrictions, limitations or reservations, all of Assignor's right, title and interest in and to the Intellectual Property made a part of the Surrendered Collateral, including, without limitation, the assets set forth below, as well as all of Assignor's duties and obligations to be performed or arising on or after the date hereof in connection therewith, and Assignee hereby accepts the foregoing assignment of Assignor's right, title and interest in, including, without limitation, the assets set forth below:

- a) the trademarks listed on Exhibit A and all trademark rights associated therewith;
- b) the domain names and web sites (including all sub-domains and related URLs) listed on Exhibit B; and
- c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world.

2. Further Assurances. Each party shall execute and deliver to the other any additional instrument or other document that such other party reasonably requests to evidence the assignment of the Assigned Rights hereunder promptly upon request. Assignor shall cooperate and assist Assignee in obtaining any consents required to effectuate this Agreement.

3. Governing Law. This Assignment shall be deemed to be an agreement made under the laws of the State of New York and for all purposes shall be governed by and construed in accordance with such laws, excluding, however, the provisions related to conflict of laws.

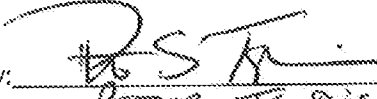
4. Counterparts. This Assignment may be executed in one or more separate counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same instrument.

[Signature page follows.]

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

ASSIGNOR:

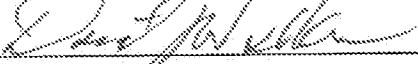
TRUFOOD MFG., INC.

By:   
Name: PETER TSODIS  
Its: PRESIDENT

ASSIGNEE:

CADENCE BANK, N.A.,

As Administrative Agent and Collateral Agent

By:   
Name: David Walker  
Its: Managing Director

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## **EXHIBIT A**

### **List of Trademarks and Trademark Licenses**

#### **Trademark Registrations**

<b><u>Trademarks</u></b>	<b><u>Owner</u></b>	<b><u>Application/ Filing Date</u></b>	<b><u>Country</u></b>	<b><u>Application/ Registration No.</u></b>
TRUFOODMFG	AOG, LLC	May 27, 2015	United States	86642307

#### **Trademark Licenses**

None.

**EXHIBIT B**

**Domain Names and Websites**

None.