

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540245

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tea Olive I, LLC		09/03/2019	Limited Liability Company: MINNESOTA
Tea Olive, LLC		09/03/2019	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	135 S. LaSalle St.		
Internal Address:	Suite 925		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5198012	YOU'LL LOVE WHAT'S IN STORE	
Serial Number:	88499875	STOCK+FIELD	
Serial Number:	88500003	SF STOCK + FIELD	
Serial Number:	88492071	SF	
Serial Number:	88499966		
Serial Number:	88520061	FARM BELL	
Serial Number:	88473030	STOCK & FIELD	
Serial Number:	88473042	SF STOCK & FIELD	
Serial Number:	88587772	FARM BELL FB	
Serial Number:	88587757	FARM BELL FB QUALITY ANIMAL GOODS	
CORRESPONDENCE DATA			
Fax Number:	4044435599		
<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:	4044435626		
Email:	tlockley@mcguirewoods.com		

OP \$265.00 5198012

Correspondent Name: Tequira Lockley - Paralegal
Address Line 1: 1230 Peachtree Street, N.E.
Address Line 2: Suite 2100
Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Tequira Lockley
SIGNATURE:	//Tequira Lockley//
DATE SIGNED:	09/10/2019

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 3, 2019, by **TEA OLIVE I, LLC**, a Minnesota limited liability company (the "Company" and a "Borrower"), and **TEA OLIVE, LLC**, a Minnesota limited liability company ("Holdings" and a "Guarantor" and, together with the Company, collectively referred to herein as "Grantors" and individually as a "Grantor"), in favor of **BANK OF AMERICA, N.A.**, a national banking association, in its capacity as Agent ("Agent") for itself and the Lenders from time to time party to the Loan Agreement, as hereinafter defined ("Lenders").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of April 30, 2019 by and among the Company, subsidiaries joined from time to time thereto as borrowers (each a "Borrower" and together with the Company, collectively, the "Borrowers"), Holdings, the other subsidiaries signatory thereto as Guarantors (each a "Guarantor" and together with Holdings, the "Guarantors"), Agent and the financial institutions party thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Loans and to issue Letters of Credit for the benefit of Grantors and the other Obligors party thereto;

WHEREAS, Agent and Lenders are willing to continue to make the Loans and to issue Letters of Credit as provided for in the Agreement, but only upon the condition, among others, that Grantors and the other Obligors execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS.

(a) As used herein, the following terms shall have the meaning set for below:

"Trademark License" means any written agreement, in which each Grantor now holds or hereafter acquires any right, title or interest, which agreement grants any license right in and to any Trademark (whether each Grantor is the licensee or the licensor thereunder) including, without limitation, licenses pursuant to which each Grantor has obtained the exclusive right to use a trademark owned by a third party, a sublicense to use a trademark, a distribution agreement relating to goods or services covered by one or more trademarks and the right to prepare for sale, sell or advertise for sale, all of the inventory now or hereafter owned by each Grantor and now or hereafter covered by such license agreements.

"Trademarks" means any of the following in which each Grantor now holds or hereafter acquires any right, title or interest: (a) any United States or foreign trademarks,

trade names, corporate names, company names, business names, trade styles, trade dress, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country (collectively, the "Marks"); (b) any reissues, extensions or renewals of any Marks, (c) the goodwill of the business symbolized by or associated with the Marks, (d) all domain names, (e) all means of manufacturing goods or offering services covered by the Marks, including, without limitation, trade secrets, formulas, recipes, customer lists, manufacturing processes, molds, designs, plans and prototypes, (f) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the Marks, including, without limitation, payments under all licenses entered into in connection with the Marks and damages, claims, payments and recoveries for past, present or future infringement and (g) any rights to sue for past, present and future infringements of the Marks.

(b) All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on **Schedule I** hereto; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. LOAN AND SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Agreement. Each Grantor hereby acknowledges and affirms that the rights, remedies and obligations of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COVENANTS.

(a) Except as would not have an adverse effect on the value or enforceability of, or any rights of the Grantors or Agent in, any material Trademark Collateral, the Grantors shall (i) use commercially reasonable efforts to prosecute any Trademark pending as of the date hereof or thereafter, (ii) promptly make applications for, register or cause to be registered (to the extent not already registered and consistent with good faith business judgment) any Trademark or Trademark License, which is (a) set forth in **Schedule I** or (b) is individually or in the aggregate, material to the conduct of the Grantors' business, with the United States Patent and Trademark Office, including, without limitation, in all such cases the filing and payment of maintenance, registration and/or renewal fees, the filing of applications for renewal, affidavits of use, affidavits of noncontestability, the filing and diligent prosecution of opposition, interference and cancellation proceedings, and promptly responding to all United States Patent and Trademark Office requests and inquiries. Except as would not have an adverse effect on the value or enforceability of, or any rights of the Grantors or Agent in, any material Trademark Collateral, each Grantor also agrees to preserve and maintain all rights in the Trademark Collateral. Any expenses incurred in connection with prosecution, registration and maintenance shall be borne by the Grantors. The Grantors further agree to retain experienced trademark attorneys for the filing and prosecution of all such applications and other proceedings when and if applicable. Except as would not have an adverse effect on the value or enforceability of, or any rights of the Grantors or Agent in, any material Trademark Collateral, no Grantor shall, without Agent's prior written consent, abandon any rights in or fail to pay any maintenance or renewal fee for any Trademark listed in **Schedule I** or breach, terminate, fail to renew or extend, or fail to perform any duties or obligations for any Trademark License listed in **Schedule I**. Each Grantor further agrees that it will not take any action, or permit any action to be taken by any Person to the extent that such Person is subject to its control, including licensees, or fail to take any action, which would affect the validity, priority, perfection or enforcement of the rights granted to Agent under this Trademark Security Agreement, and any such action if it shall take place shall be null and void and of no effect whatsoever. If the Grantors fails to comply with any of the foregoing provisions of this **Section 4**, Agent shall have the right (but shall not be obligated) to do so on behalf of the Grantors to the extent permitted by law, but at Grantors' expense, and the Grantors hereby agree, jointly and severally, to reimburse Agent in full for all expenses, including the fees and disbursements of counsel incurred by Agent in procuring, protecting, defending and maintaining the Collateral. In the event that the Grantors shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to comply with any other duty under this Security Agreement, Agent may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of the Grantors, and all monies so paid out shall be Secured Obligations of Grantors repayable on demand, together with interest at the rate applicable to the Loan Facility.

(b) Each Grantor shall promptly advise Agent of any right, title or interest of such Grantor obtained after the date hereof in or to any material Trademark or License not specified on **Schedule I** hereto, the provisions of **Section 2** above shall automatically apply thereto, and each Grantor hereby authorizes and appoints Agent as such Grantor's attorney-in-fact solely to the extent necessary to modify or amend such Schedule, as necessary, to reflect any addition or deletion to such ownership rights, and to

make any additional filings. Each Grantor hereby authorizes Agent to modify this Trademark Security Agreement by amending Schedule I to include any future Trademarks or Trademark Licenses that are Trademark Collateral under **Section 2** above. Agent will make good faith efforts to provide copies of such amended **Schedule I** to the Grantors, provided that, Agent's failure to provide such copies shall not constitute a breach of this Trademark Security Agreement nor render such amendments ineffective. In addition to any requirements in this Trademark Security Agreement for notification, Each Grantor shall also provide Agent with quarterly reports that identify the status of the Trademark Collateral, any new Trademarks and/or Trademark Licenses, any newly filed applications, the status of any pending applications, the payment of any maintenance or renewal fees, the status of litigation or proceedings and licensing, any threats of litigation or proceedings, the identification of any known or suspected infringers and the discovery of any prior art or any other information that may affect the validity or enforceability of the Collateral.

(c) Each Grantor shall (i) protect, defend and maintain the validity and enforceability of all material current and future Trademarks, (ii) use its commercially reasonable efforts to detect material infringements of such Trademarks and promptly advise Agent in writing of material infringements detected and (iii) not allow any material Trademarks to be abandoned, forfeited or dedicated to the public. No Grantor shall commence, or cause to be commenced, any action, proceeding, lawsuit, mediation or arbitration relating to the Trademark Collateral without the prior written consent of Agent, such consent not to be unreasonably withheld or delayed, nor shall any Grantor engage in any activity or conduct that could give rise to declaratory judgment jurisdiction. At Grantors' sole expense, Agent shall have the right (but shall not be obligated) to select counsel and/or participate in any action, proceeding, lawsuit, mediation or arbitration that could adversely affect the rights in, validity or enforceability of the Trademark Collateral. In addition, any proposed settlement or compromise of any action, proceeding, lawsuit, mediation or arbitration that could be reasonably expected to affect value, validity or enforceability of, or any rights of the Grantors or Agent in, the Trademark Collateral must be approved, in writing, by Agent.

5. SECTION TITLES. The Section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

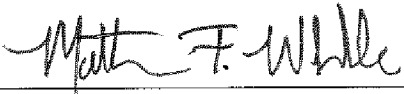
6. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall collectively and separately constitute one and the same agreement.

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

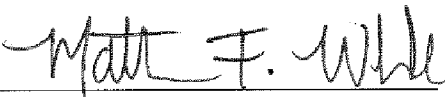
GRANTORS:

TEA OLIVE I, LLC, a Minnesota limited liability company

By: 
Name: Matthew F. Whebbe
Title: Chief Manager

Address:
2600 Eagan Woods Drive, Suite 120
Eagan, Minnesota 55121
Attn: Matthew F. Whebbe

TEA OLIVE, LLC, a Minnesota limited liability company

By: 
Name: Matthew F. Whebbe
Title: Chief Manager

Address:
2600 Eagan Woods Drive, Suite 120
Eagan, Minnesota 55121
Attn: Matthew F. Whebbe

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: 

Name: Peter M. Walther

Title: Senior Vice President

ACKNOWLEDGMENT OF GRANTORS

STATE OF Minnesota)

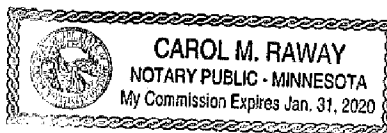
COUNTY OF Dakota)

ss.

On this 27th day of August, 2019 before me personally appeared Matthew F. Whebbe, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Tea Olive I, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Chief Manager and that he acknowledged said instrument to be the free act and deed of said corporation.

Carol M Raway
Notary Public

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STATE OF Minnesota)

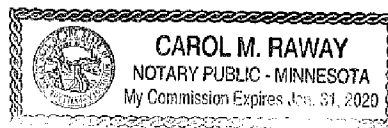
COUNTY OF Dakota)

ss.




On this 23rd day of August, 2019 before me personally appeared Matthew F. Whebbe, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Tea Olive, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Chief Manager and that he acknowledged said instrument to be the free act and deed of said corporation.




Carol M Raway
Notary Public

{seal}



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark	Owner	Status in Trademark Office	Country	Federal Application / Registration No.	Registration Date
YOU'LL LOVE WHAT'S IN STORE	Tea Olive I, LLC	Registered.	United States	5,198,012	5/9/17
STOCK+FIELD	Tea Olive I, LLC	Intent to Use Application filed 7/3/19. Amendment to Allege Use / Statement of Use to be filed as of first use in interstate commerce.	United States	88499875	TBD
	Tea Olive I, LLC	Intent to Use Application filed 7/3/19. Amendment to Allege Use / Statement of Use to be filed as of first use in interstate commerce.	United States	88500003	TBD
	Tea Olive I, LLC	Intent to Use Application filed 6/27/19. Amendment to Allege Use / Statement of Use to be filed as of first use in interstate commerce.	United States	88492071	TBD
	Tea Olive I, LLC	Intent to Use Application filed 7/3/19. Amendment to Allege Use / Statement of Use to be filed as of first use in interstate commerce.	United States	88499966	TBD
FARM BELL	Tea Olive I, LLC	Intent to Use Application filed 7/17/19. Amendment to Allege Use / Statement of Use to be filed as of first use in interstate commerce.	United States	88520061	TBD
STOCK & FIELD	Tea Olive I, LLC	Intent to Use Application filed 6/13/19.	United States	88473030	TBD

		Original format superseded by STOCK+FIELD. No further prosecution of this application is contemplated.			
	Tea Olive I, LLC	Intent to Use Application filed 6/13/19. Original format superseded by STOCK+FIELD. No further prosecution of this application is contemplated.	United States	88473042	TBD
	Tea Olive I, LLC	Intent to Use Application filed 8/21/19. Amendment to Allege Use / Statement of Use to be filed as of first use in interstate commerce.	United States	88587772	TBD
	Tea Olive I, LLC	Intent to Use Application filed 8/21/19. Amendment to Allege Use / Statement of Use to be filed as of first use in interstate commerce.	United States	88587757	TBD