

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541846

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIBO VITA INC		09/20/2019	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	Two Tower Center Boulevard		
City:	East Brunswick		
State/Country:	NEW JERSEY		
Postal Code:	08816		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3864151	WOODPECKER FOODS	
Registration Number:	4413144	NATURE'S GARDEN	
Registration Number:	4711996	CHOCOLATE ORCHARD	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	erin.roberson@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Corenda R. Lewis		
SIGNATURE:	/Corenda R. Lewis/		
DATE SIGNED:	09/20/2019		
Total Attachments: 4			
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OP \$90.00 3864151

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):

CIBO VITA INC

- Individual(s)
- Partnership
- Corporation- State: New Jersey
- Other

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 20, 2019

- 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: PNC Bank, National Association

Street Address: Two Tower Center Boulevard

City: East Brunswick

State: New Jersey

Country: USA Zip: 08816

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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) _____ Text _____

See Schedule A attached

B. Trademark Registration No.(s) _____

See Schedule A attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Corenda R. Lewis

Internal Address: Hahn & Hessen LLP

Street Address: 488 Madison Avenue, 14th Floor

City: New York

State: New York Zip: 10022

Phone Number: 212-478-7200

Docket Number: _____

Email Address: clewis2@hahnhausen.com

6. Total number of applications and registrations involved:

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

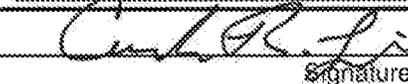
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Corenda R. Lewis

Name of Person Signing

September 20, 2019

Date

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

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

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Trademark Security Agreement”) is made as of September 20, 2019, by CIBO VITA INC, a corporation organized under the laws of the State of New Jersey (“Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, “Grantee”).

WHEREAS, the Grantor has adopted, has used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Grantor has entered into a Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, refinanced, replaced, extended, supplemented or otherwise modified from time to time, the “Loan Agreement”), in favor of Grantee; and

WHEREAS, pursuant to the Loan Agreement, the Grantor has granted to the Grantee, for its benefit and for the ratable benefit of the Lenders, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment and performance of the Obligations.

NOW, THEREFORE, to secure the prompt payment and performance to the Agent and Lenders of the Obligations, Grantor hereby pledges and grants to Grantee for its benefit and for the ratable benefit of each Lender, a continuing security interest in and to and Lien on the Collateral.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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

CIBO VITA INC

By: 
Name: EMRE IMAMOGLU
Title: CEO

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

Loan Party Name	Title	Registration Number	Registration Date
CIBO VITA, INC.		3864151	10/19/2010
CIBO VITA, INC.		4413144	10/08/2013
CIBO VITA, INC.	CHOCOLATE ORCHARD	4711996	03/31/2015

[Schedule A]