

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM544522

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Enterprises, Inc.		09/03/2019	Corporation: IOWA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Agent		
Street Address:	2450 Colorado Ave., Suite 3000W		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 45			
Property Type	Number	Word Mark	
Registration Number:	5795992	COLD CRUSH	
Registration Number:	5795965	RED, WHITE AND BLUE RIBBON	
Registration Number:	5802590	FARM TO SPOON	
Registration Number:	5723560	SAVE YOURSELF FROM YOURSELF	
Registration Number:	5542485		
Registration Number:	5542462	CHILLYCOW	
Registration Number:	5686934	LOAD'D SUNDAES	
Registration Number:	5644517	PEANUT BUTTER BUNNY	
Registration Number:	5552116	CHOCOLATE BROWNIE BOMB	
Registration Number:	5495568	CHILLY COW	
Registration Number:	5493667	CHOCOPOLITAN	
Registration Number:	5536872	BLUE RIBBON CLASSICS . QUALITY SINCE 191	
Registration Number:	5536863	BLUE RIBBON CLASSICS · QUALITY SINCE 191	
Registration Number:	5482479	FRUIT BOMB	
Registration Number:	5667080	DECLARE YOUR FREEZEDOM	
Registration Number:	5387896	BUNNY SNACKS	
Registration Number:	5293149	SIMPLE SCOOPS	
Registration Number:	5224931	PB 'N CONES	
Registration Number:	5282317	ROCKIN' ROCKY ROAD	

OP \$1140.00 5795992

Property Type	Number	Word Mark
Registration Number:	5262317	HOPPIN' HOLIDOODLE
Registration Number:	5120925	SO HOPPIN' GOOD
Registration Number:	5065764	BIG FUNWICH
Registration Number:	5307097	BLUE BUNNY
Registration Number:	5051151	BLUE BUNNY ICE CREAM
Registration Number:	5060793	B
Registration Number:	5046821	B
Registration Number:	5046820	B
Registration Number:	5051150	BLUE BUNNY ICE CREAM
Registration Number:	5074708	B
Registration Number:	4990378	BIG SWIRLS
Registration Number:	5055911	BLU
Registration Number:	5042649	BLU'S BIRTHDAY PARTY
Registration Number:	5042597	MOCHA ME HOPPY
Registration Number:	4990310	CHERRY PICKIN' CHOCOLATE
Registration Number:	4896443	FUNWICH
Registration Number:	4477594	CARAMEL LOVERS
Registration Number:	4548719	BLUE RIBBON CLASSICS
Registration Number:	4465017	BIRTHDAY PARTY
Registration Number:	4512211	BIRTHDAY CELEBRATION
Registration Number:	4602057	SIMPLY VANILLA
Registration Number:	4442478	CHOCOLATE LOVERS
Registration Number:	4637680	TRIPLE DELIGHT
Registration Number:	4572802	JOLLY GOOD TOFFEE
Registration Number:	4422517	CAN'T TELL ME NO! COOKIE DOUGH
Registration Number:	3859876	YO-NOLA

CORRESPONDENCE DATA

Fax Number:

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: 3128637141

Email: kristen.lange@goldbergkohn.com

Correspondent Name: Kristen N. Lange, Paralegal

Address Line 1: c/o Goldberg Kohn Ltd.

Address Line 2: 55 E. Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1989.341

NAME OF SUBMITTER: Kristen N. Lange

SIGNATURE:	/kristenlange/
DATE SIGNED:	10/09/2019
Total Attachments: 7 source=7. First Amendment to Trademark Security Agreement#page1.tif source=7. First Amendment to Trademark Security Agreement#page2.tif source=7. First Amendment to Trademark Security Agreement#page3.tif source=7. First Amendment to Trademark Security Agreement#page4.tif source=7. First Amendment to Trademark Security Agreement#page5.tif source=7. First Amendment to Trademark Security Agreement#page6.tif source=7. First Amendment to Trademark Security Agreement#page7.tif	

Reference is made to the Lien Subordination and Intercreditor Agreement, dated as of March 29, 2018, among Wells Fargo Bank, National Association, as agent for the ABL Secured Parties referred to therein; Bank of Montreal, as Priority Collateral Agent (as defined in the Intercreditor Agreement); Wells Enterprises, Inc. ("Enterprises"); and the Subsidiaries of Enterprises named therein (the "Intercreditor Agreement"). Each Person that is secured hereunder, by accepting the benefits of the security provided hereby, (i) consents (or is deemed to consent), to the subordination of Liens provided for in the Intercreditor Agreement, (ii) agrees (or is deemed to agree) that it will be bound by, and will take no actions contrary to, the provisions of the Intercreditor Agreement, (iii) authorizes (or is deemed to authorize) the ABL Agent (as defined in the Intercreditor Agreement) on behalf of such Person to enter into, and perform under, the Intercreditor Agreement and (iv) acknowledges (or is deemed to acknowledge) that a copy of the Intercreditor Agreement was delivered, or made available, to such Person.

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This First Amendment to Trademark Security Agreement, dated as of September 3, 2019 (this "Amendment") is by and between **WELLS ENTERPRISES, INC.**, an Iowa corporation (the "Grantor") and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as agent for the Lender Group and the Bank Product Providers (together with its successors or assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, Grantor and Agent are parties to that certain Trademark Security Agreement, dated as of January 18, 2013 (as amended, restated, modified or supplemented from time to time, the "Trademark Security Agreement");

WHEREAS, Grantor and certain subsidiaries of Grantor party thereto (such subsidiaries, together with Grantor, are referred to hereinafter individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), Agent, Wells Fargo and BMO Capital Markets, as joint lead arrangers, and Wells Fargo and BMO Capital Markets, as joint book runners, entered into that certain Credit Agreement dated as of January 18, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms not otherwise defined herein having the definitions provided therefor in the Credit Agreement); and

WHEREAS, Grantors and Agent have agreed to amend the Trademark Security Agreement in the manner specifically set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment to the Trademark Security Agreement. Schedule I to the Trademark Security Agreement is hereby amended by supplementing Schedule I to the Trademark Security Agreement to include the information set forth on Schedule I attached hereto.

2. Miscellaneous.

(a) Captions. Section captions used in this Amendment are for convenience only, and shall not affect the construction of this Amendment.

(b) Counterparts. This Amendment is a Loan Document. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page to this Amendment by telecopier or electronic (.pdf) copy of an executed counterpart shall be as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

(c) CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS AMENDMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

(d) Intercreditor Agreement. Notwithstanding anything herein to the contrary, in the event of any conflict between any provision in this Amendment and any provision in the Intercreditor Agreement, such provision in the Intercreditor Agreement shall control.

* * * *

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

GRANTOR:

WELLS ENTERPRISES, INC., an Iowa corporation

By 

Name: Jeremy Pinkerman

Title: Executive Vice President and Chief Financial Officer

AGENT:


**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent**

By 

Name: Moses Harris

Title: Authorized Signatory

SCHEDULE I**SCHEDULE I****TRADEMARK APPLICATIONS/REGISTRATION**

Trademark	Serial/Reg. No.	Filing/Reg. date	Owner
COLD CRUSH	5795992	07/02/19	Wells Enterprises, Inc.
RED, WHITE AND BLUE RIBBON	5795965	07/02/19	Wells Enterprises, Inc.
FARM TO SPOON	5802590	07/09/19	Wells Enterprises, Inc.
SAVE YOURSELF FROM YOURSELF	5723560	04/09/19	Wells Enterprises, Inc.
	5542485	08/14/18	Wells Enterprises, Inc.
CHILLYCOW	5542462	08/14/18	Wells Enterprises, Inc.
LOAD'D SUNDAES	5686934	02/26/19	Wells Enterprises, Inc.
PEANUT BUTTER BUNNY	5644517	01/01/19	Wells Enterprises, Inc.
CHOCOLATE BROWNIE BOMB	5552116	08/28/18	Wells Enterprises, Inc.
CHILLY COW	5495568	06/19/18	Wells Enterprises, Inc.
CHOCOPOLITAN	5493667	06/12/18	Wells Enterprises, Inc.
BLUE RIBBON CLASSICS . QUALITY SINCE 1913 .	5536872	08/07/18	Wells Enterprises, Inc.
BLUE RIBBON CLASSICS QUALITY SINCE 1913	5536863	08/07/18	Wells Enterprises, Inc.
FRUIT BOMB	5482479	05/29/18	Wells Enterprises, Inc.
DECLARE YOUR FREEZEDOM	5667080	01/29/19	Wells Enterprises, Inc.
BUNNY SNACKS	5387896	01/23/18	Wells Enterprises, Inc.
SIMPLE SCOOPS	5293149	09/19/17	Wells Enterprises, Inc.
PB 'N CONES	5224931	06/13/17	Wells Enterprises, Inc.
ROCKIN' ROCKY ROAD	5282317	09/05/17	Wells Enterprises, Inc.
HOPPIN' HOLIDOODLE	5262317	08/08/17	Wells Enterprises, Inc.

Trademark	Serial/Reg. No.	Filing/Reg. date	Owner
SO HOPPIN' GOOD	5120925	01/10/17	Wells Enterprises, Inc.
BIG FUNWICH	5065764	10/18/16	Wells Enterprises, Inc.
BLUE BUNNY	5307097	10/10/17	Wells Enterprises, Inc.
BLUE BUNY ICE CREAM	5051151	09/27/16	Wells Enterprises, Inc.
B	5060793	10/11/16	Wells Enterprises, Inc.
B	5046821	09/20/16	Wells Enterprises, Inc.
B	5046820	09/20/16	Wells Enterprises, Inc.
BLUE BUNNY ICE CREAM	5051150	09/27/16	Wells Enterprises, Inc.
B	5074708	11/01/16	Wells Enterprises, Inc.
BIG SWIRLS	4990378	06/28/16	Wells Enterprises, Inc.
BLU	5055911	10/04/16	Wells Enterprises, Inc.
BLU'S BIRTHDAY PARTY	5042649	09/13/16	Wells Enterprises, Inc.
MOCHA ME HOPPY	5042597	09/13/16	Wells Enterprises, Inc.
CHERRY PICKIN' CHOCOLATE	4990310	06/28/16	Wells Enterprises, Inc.
FUNWICH	4896443	02/02/16	Wells Enterprises, Inc.
CARAMEL LOVERS	4477594	02/04/14	Wells Enterprises, Inc.
BLUE RIBBON CLASSICS	4548719	06/10/14	Wells Enterprises, Inc.
BIRTHDAY PARTY	4465017	01/14/14	Wells Enterprises, Inc.
BIRTHDAY CELEBRATION	4512211	04/08/14	Wells Enterprises, Inc.
SIMPLY VANILLA	4602057	09/09/14	Wells Enterprises, Inc.
CHOCOLATE LOVERS	4442478	12/03/13	Wells Enterprises, Inc.
TRIPLE DELIGHT	4637680	11/11/14	Wells Enterprises, Inc.
JOLLY GOOD TOFFEE	4572802	07/22/14	Wells Enterprises, Inc.
CAN'T TELL ME NO! COOKIE DOUGH	4422517	10/22/13	Wells Enterprises, Inc.
YO-NOLA	3859876	10/12/10	Wells Enterprises, Inc.
LOAD'D CUPS	88/509,596*	07/11/19	Wells Enterprises, Inc.
LOAD'D PINTS	88/509,589*	07/11/19	Wells Enterprises, Inc.
LOAD'D BARS	88/505,237*	07/09/19	Wells Enterprises, Inc.
LOAD'D SANDWICHES	88/505,235*	07/09/19	Wells Enterprises, Inc.

Trademark	Serial/Reg. No.	Filing/Reg. date	Owner
LOAD'D CONES	88-454,128* *	05/31/19	Wells Enterprises, Inc.
MELD BUTTER CO.	88/453,132*	05/30/19	Wells Enterprises, Inc.
ONLY GROWN	88/453,136*	05/30/19	Wells Enterprises, Inc.
YONOLA	88/281,340*	01/29/19	Wells Enterprises, Inc.
POLAR TREATS	88/178,019*	11/01/18	Wells Enterprises, Inc.
WHOLESUM	88/108,453*	09/07/18	Wells Enterprises, Inc.
PB MALLOW MANIA	88/104,643*	09/05/18	Wells Enterprises, Inc.
TOTAL INDULGENCE IN JUST THE RIGHT SIZE	87/857,114*	03/30/18	Wells Enterprises, Inc.
BOMB POP ICE CREAM ROCKETS	87/749,893*	01/10/18	Wells Enterprises, Inc.
SAY WHAT?	88/594137*	08/27/2019	Wells Enterprises, Inc.

Trademarks having an are "intent to use" trademark applications filed pursuant to Section 1(b) of the Lanham Act as referenced in Section 2 of the Trademark Security Agreement.