

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554920

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oregon Ice Cream, LLC		12/16/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	2450 Colorado Avenue, Suite 3000W		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4368379	ALDEN'S	
Registration Number:	3186997	CASCADE GLACIER	
Registration Number:	5501649	CASCADE GLACIER	
Registration Number:	5161079	JULIE'S	
Registration Number:	2561871	JULIE'S ORGANIC ICE CREAM	
Serial Number:	87552985	JULIE'S ORGANIC PURE DELIGHT	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	2027395866		
Email:	felicia.gordon@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	058438.08.0785		
NAME OF SUBMITTER:	Felicia D. Gordon		
SIGNATURE:	/Felicia D. Gordon/		
DATE SIGNED:	12/26/2019		

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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 16th day of December, 2019, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (together with its successors and assigns, "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Oregon Ice Cream, LLC, a Delaware limited liability company, as a Borrower ("Borrower"), certain other parties from time to time party thereto, and Secured Party, Secured Party has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Secured Party is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Secured Party that certain Security Agreement, of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Secured Party 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. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Secured Party to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

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

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or

dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Secured Party whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall provide notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration on a quarterly basis. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR(S):

OREGON ICE CREAM, LLC,
an Delaware limited liability company

By: Robert F. DesMarais
Name: Robert F. DesMarais
Title: Chairman

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking
association

By: _____
Name:
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR(S):

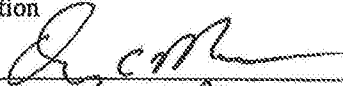
OREGON ICE CREAM, LLC,
an Delaware limited liability company

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,** a national banking
association

By:  _____
Name: *Kyle Murphy*
Title: Authorized Signatory



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

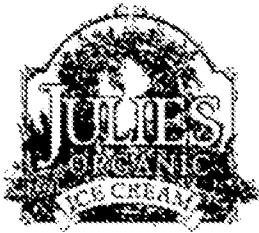

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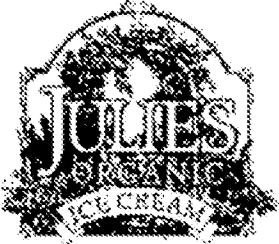


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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Application/ Registration No.</u>	<u>App/Reg Date</u>
Oregon Ice Cream, LLC	United States	ALDEN'S	4368379	July 16, 2013
Oregon Ice Cream, LLC	United States	ALDEN'S ORGANIC SUPPORTING FAMILY FARMS and Design 	87667083	October 31, 2017
Oregon Ice Cream, LLC	United States	CASCADE GLACIER	3186997	December 19, 2006
Oregon Ice Cream, LLC	United States	CASCADE GLACIER and Design 	5501649	June 26, 2018
Oregon Ice Cream, LLC	United States	CRUSHIN ON	88209030	November 28, 2018
Oregon Ice Cream, LLC	United States	DOUGH YEAH	88208912	November 28, 2018

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Application/ Registration No.</u>	<u>App/Reg Date</u>
Oregon Ice Cream, LLC	United States	JULIE'S	5161079	March 14, 2017
Oregon Ice Cream, LLC	United States	JULIE'S ORGANIC ICE CREAM and Design 	2561871	April 16, 2002
Oregon Ice Cream, LLC	United States	JULIE'S ORGANIC PURE DELIGHT and Design 	87552985	August 2, 2017
Oregon Ice Cream, LLC	United States	MIDNIGHT CHERRY CHIP	88209052	November 28, 2018
Oregon Ice Cream, LLC	United States	PEACHY KEEN TWIST	88627776	September 23, 2019
Oregon Ice Cream, LLC	United States	ROAD TRIP	88208980	November 28, 2018

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Application/ Registration No.</u>	<u>App/Reg Date</u>
Oregon Ice Cream, LLC	United States	SQUATCH ON	88327851	March 6, 2019
Oregon Ice Cream, LLC	International	JULIE'S ORGANIC ICE CREAM and Design 	1216749	July 21, 2014
Oregon Ice Cream, LLC	International	ALDEN'S ICE CREAM and Design 	IR1238130	July 21, 2014
Oregon Ice Cream, LLC	South Korea	ALDEN'S ICE CREAM and Design 	401053279000 0	August 12, 2014

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Application/ Registration No.</u>	<u>App/Reg Date</u>
Oregon Ice Cream, LLC	Taiwan	ALDEN'S ICE CREAM and Design 	01679329	December 1, 2014
Oregon Ice Cream, LLC	Taiwan	JULIE'S ORGANIC ICE CREAM and Design 	01777888	July 1, 2016
Oregon Ice Cream, LLC	Australia	ALDEN'S ICE CREAM and Design 	IR123130	July 21, 2014