

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM558739

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VSB Opco, LLC		01/21/2020	Limited Liability Company: DELAWARE
Popchips, LLC		01/21/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	East West Bank		
Street Address:	135 N. Los Robles Avenue		
Internal Address:	3rd Floor		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	Joint Stock Company: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3482390	POPCHIPS	
Registration Number:	3419049	THINK POPPED	
Registration Number:	4515112	POPCHIPS	
Registration Number:	4932882	KER POP	
Registration Number:	5444864	NUTTER PUFFS	
Registration Number:	5717307	YES PEAS	
Registration Number:	5450032	GALAXY PUFFS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	213-443-9016		
Email:	walid.abouzeid@katten.com		
Correspondent Name:	Walid Abouzeid - Katten Muchin Rosenman		
Address Line 1:	515 South Flower Street		
Address Line 2:	Suite 4150		
Address Line 4:	Los Angeles, CALIFORNIA 90071		

TRADEMARK

ATTORNEY DOCKET NUMBER:	332779-00049
NAME OF SUBMITTER:	Walid Abouzeid
SIGNATURE:	/Walid Abouzeid/
DATE SIGNED:	01/23/2020

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of January 21, 2020 (the “**Effective Date**”) by VSB Opco, LLC, a Delaware limited liability company (the “**Borrower**”) and Popchips, LLC, a Delaware limited liability company, (together with the Borrower, the “**Grantors**” and each a “**Grantor**”) in favor of East West Bank for the benefit of the several banks and other lenders (the “**Lenders**”) from time to time party to the Credit Agreement (in such capacity, the “**Agent**”) (as defined in the Credit Agreement or the Guarantee and Security Agreement as applicable in each case as referred to below).

RECITALS:

WHEREAS, reference is made to that certain Guarantee and Security Agreement, dated as of January 21, 2020 (as it may be amended, restated, supplemented, extended or otherwise modified from time to time, the “**Guarantee and Security Agreement**”), between the Grantors, Velocity Snack Brands, LLC, a Delaware limited liability company, and the Agent and that certain Credit Agreement, dated as of January 21, 2020 (as it may be amended, restated, supplemented, extended, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), between the Borrower, the Lenders, and the Agent; and

WHEREAS, under the terms of the Guarantee and Security Agreement, the Grantors have (i) as collateral security for the Obligations, granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantors’ rights, title and interest in, to and under the Collateral (as defined in the Guarantee and Security Agreement), including, without limitation, certain intellectual property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the promises and the agreements, provisions and covenants herein contained, the Grantors and the Agent agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security. As collateral security for the Obligations, the Grantors hereby grant to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantors’ rights, title and interest in, to and under the following:

(1) all trademarks, trademark registrations, trade names, trademark applications, service marks, business names, fictitious business names, trade styles, trade dress, designs, logos and other source or business identifiers, all registrations thereof, and all registration and recording applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule 1 (collectively, “**Trademark(s)**”), (2) all income, royalties, damages and payments now and hereafter due and/or payable with respect to any Trademark, including damages and

payments for past, present or future infringements thereof, (3) rights to sue for past, present and future infringements of any Trademark, (4) rights corresponding to any Trademark throughout the world, (5) renewals and proceeds of any of the foregoing, and (6) all goodwill associated with or symbolized by the Trademarks.

Section 3. Recordation. The Grantors authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 5. Governing Law. This Agreement and the rights and obligations of the Grantors hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

Section 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Guarantee and Security Agreement or the Credit Agreement, the provisions of the Guarantee and Security Agreement or the Credit Agreement shall govern.

Section 7. Integration. Any amendment and supplement of this Agreement shall come into force only after a written agreement is signed by each party hereto. The amendment and supplement duly executed by each party hereto shall be part of this Agreement and shall have the same legal effect as this Agreement.

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IN WITNESS WHEREOF, the Grantors and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the Effective Date.

VSB OPCO, LLC, a Delaware limited liability company

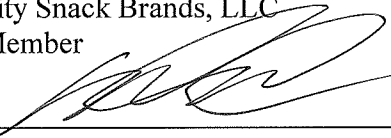
By: Velocity Snack Brands, LLC
Its: Sole Member

By: 
Name: Wayne Wu
Title: Manager

By: _____
Name: Jonathan Marshall
Title: Manager

POPCHIPS, LLC, a Delaware limited liability company

By: VSB Opco, LLC
Its: Sole Member

By: Velocity Snack Brands, LLC
Its: Sole Member
By: 
Name: Wayne Wu
Title: Manager


By: _____
Name: Jonathan Marshall
Title: Manager

IN WITNESS WHEREOF, the Grantors and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the Effective Date.

VSBOPCO, LLC, a Delaware limited liability company

By: Velocity Snack Brands, LLC
Its: Sole Member

By: _____
Name: Wayne Wu
Title: Manager

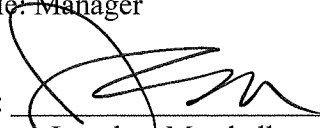
By:  _____
Name: Jonathan Marshall
Title: Manager

POPCHIPS, LLC, a Delaware limited liability company

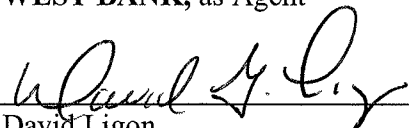
By: VSB Opco, LLC
Its: Sole Member

By: Velocity Snack Brands, LLC
Its: Sole Member

By: _____
Name: Wayne Wu
Title: Manager

By:  _____
Name: Jonathan Marshall
Title: Manager

EAST WEST BANK, as Agent

By: 
Name: David Ligon
Title: Managing Director

Country	Title	Local Classes	Owner	Application No.	Application Date	Registration No.	Registered Date	Status Summary
Australia	POPCHIPS	29, 30	Somora M&B Foods, Inc.	1827326	2/22/2017			Pending
Australia	KER POP	29, 30	Somora M&B Foods, Inc.	IR1308849	5/23/2014	IR1205849	10/14/2014	Granted/Registered
Australia	YES PEAS	29	Somora M&B Food, Inc.	IR1424826	6/1/2016	IR1424826	6/1/2016	Granted/Registered
Brazil	POPCHIPS	29	Somora M&B Foods, Inc.	840045867	3/6/2012	840045867	10/20/2015	Granted/Registered
Brazil	POPCHIPS	30	Somora M&B Foods, Inc.	840045859	3/6/2012	840045859	10/20/2015	Granted/Registered
Brazil	popchips	29	Somora M&B Foods, Inc.	840181507	7/3/2012	840181507	7/7/2015	Granted/Registered
Brazil	popchips	30	Somora M&B Foods, Inc.	840181483	7/3/2012	840181483	7/7/2015	Granted/Registered
Canada	POPCHIPS	-	Somora M&B Foods, Inc.	1492575	8/17/2010	TMA889051	10/14/2011	Granted/Registered
Canada	NUTTERPUFFS	30	Somora M&B Food, Inc.	1865586	10/31/2017			Pending
China	POPCHIPS	29, 30	Somora M&B Foods, Inc.	987715	4/19/2012	987544	3/4/2013	Granted/Registered
China	popchips	29, 30	Somora M&B Foods, Inc.	IR1131561	6/28/2012	IR1131561	6/28/2012	Granted/Registered
China	KER POP	29, 30	Somora M&B Foods, Inc.	IR1205849	5/23/2014	IR1205849	5/23/2014	Granted/Registered
China		29	Somora M&B Foods, Inc.	15537238	10/20/2014	15537238	12/7/2015	Granted/Registered
China	["Popchips" in Chinese Characters - "Bu Zi"]							
China		30	Somora M&B Foods, Inc.	15537239	10/20/2014	15537239	12/7/2015	Granted/Registered
China	["Popchips" in Chinese Characters - "Bu Zi"]							
China	SOMORA POPCHIPS	29	Somora M&B Foods, Inc.	15503856	10/14/2014	15503856	11/28/2015	Granted/Registered
China	SOMORA POPCHIPS	30	Somora M&B Foods, Inc.	15503855	10/14/2014	15503855	11/28/2015	Granted/Registered
Colombia	POPCHIPS	29, 30	Somora M&B Foods, Inc.	SD0319036454	5/2/2019			Pending
Dominican Republic	POPCHIPS	29, 30	Somora M&B Foods, Inc.	201322026	6/7/2013	214289	6/1/2014	Granted/Registered

Dominican Republic	POPCHIPS	29, 30	Sonora Mills Foods, Inc.	201732488	8/24/2017	245278	11/30/2017	Granted/Registered
Dominican Republic	p•p•chips	29, 30	Sonora Mills Foods, Inc.	201322025	8/7/2013	214232	9/1/2014	Granted/Registered
Dominican Republic	p•p•chips	29, 30	Sonora Mills Foods, Inc.	201732489	8/24/2017	245192	11/30/2017	Granted/Registered
Hong Kong	POPCHIPS	29, 30	Sonora Mills Foods, Inc.	302133756	1/9/2012	302133756	8/17/2012	Granted/Registered
India	POPCHIPS	29, 30	Sonora Mills Foods, Inc.	2264986	1/11/2012	2264986	7/16/2016	Granted/Registered
India	p•p•chips	29, 30	Sonora Mills Foods, Inc.	2358393	7/4/2012	2018272	11/19/2018	Granted/Registered
India	KER POP	29, 30	Sonora Mills Foods, Inc.	IR1206949	5/23/2014	IR1206949	5/23/2014	Granted/Registered
Indonesia	POPCHIPS	29, 30	Sonora Mills Foods, Inc.	0002012039608	6/19/2012			Pending
Indonesia	p•p•chips	29, 30	Sonora Mills Foods, Inc.	0002012031901	7/3/2012	008600452410	7/3/2012	Granted/Registered
Israel	POPCHIPS	29, 30	Sonora Mills Foods, Inc.	IR1111508	1/6/2012	IR1111508	1/6/2012	Granted/Registered
Israel	p•p•chips	29, 30	Sonora Mills Foods, Inc.	IR1131561	7/19/2012	IR1131561	5/2/2012	Granted/Registered
Japan	POPCHIPS	29, 30	Sonora Mills Foods, Inc.	2068065675	9/8/2008	5317336	4/16/2010	Granted/Registered
Japan	YES PEAS	29	Sonora Mills Food, Inc.	IR1424826	9/1/2018		8/1/2018	Pending
Madrid Protocol (TM)	POPCHIPS	29, 30	Sonora Mills Foods, Inc.	IR1111508	1/6/2012	IR1111508	1/6/2012	Granted/Registered
Madrid Protocol (TM)	p•p•chips	29, 30	Sonora Mills Foods, Inc.	IR1131561	6/28/2012	IR1131561	6/28/2012	Granted/Registered
Madrid Protocol (TM)	KER POP	29, 30	Sonora Mills Foods, Inc.	IR1206949	5/23/2014	IR1206949	5/23/2014	Granted/Registered
Madrid Protocol (TM)	YES PEAS	29	Sonora Mills Food, Inc.	IR1424826	8/1/2018	IR1424826	8/1/2018	Granted/Registered
Malaysia	POPCHIPS	29	Sonora Mills Foods, Inc.	2012001085	1/19/2012	2012001085	2/10/2015	Granted/Registered
Malaysia	POPCHIPS	30	Sonora Mills Foods, Inc.	2012001084	1/19/2012	2012001084	9/14/2015	Granted/Registered
Malaysia	p•p•chips	29	Sonora Mills Foods, Inc.	2013057364	7/22/2013	2013057364	11/26/2014	Granted/Registered

Malaysia	poppchips	30	Sonora Mills Foods, Inc.	2013057365	7/22/2013	2013057365	11/26/2014	Granted/Registered
Malaysia	poppchips	29	Sonora Mills Food, Inc.	2017073353	11/23/2017	2017073353	6/29/2018	Granted/Registered
Malaysia	poppchips	30	Sonora Mills Food, Inc.	2017073355	11/23/2017	2017073355	6/26/2018	Granted/Registered
Mexico	POPCHIPS	28	Sonora Mills Foods, Inc.	1248112	1/9/2012	1289624	6/7/2012	Granted/Registered
Mexico	POPCHIPS	30	Sonora Mills Foods, Inc.	1248113	1/9/2012	1463092	6/18/2014	Granted/Registered
Mexico	POPCHIPS	30	Sonora Mills Foods, Inc.	1919367	7/17/2017	1913819	8/16/2018	Granted/Registered
Mexico	poppchips	29	Sonora Mills Foods, Inc.	1287941	6/29/2012	1403302	10/14/2013	Granted/Registered
Mexico	poppchips	30	Sonora Mills Foods, Inc.	1287942	6/29/2012	1449276	4/25/2014	Granted/Registered
Mexico	poppchips	30	Sonora Mills Food, Inc.	1619009	4/17/2017	1774878	7/14/2017	Granted/Registered
Mexico	YES PEAS	29	Sonora Mills Food, Inc.	IR1424626	6/1/2018			Pending
Peru	POPCHIPS	30	Sonora Mills Foods, Inc.	479244	1/10/2012	00189112	6/25/2012	Granted/Registered
Peru	POPCHIPS	28	Sonora Mills Foods, Inc.	479245	1/10/2012	00188186	5/24/2012	Granted/Registered
Philippines	YES PEAS	29	Sonora Mills Food, Inc.	IR1424626	6/1/2018		8/1/2018	Pending
Republic of Korea	POPCHIPS	29, 30	Sonora Mills Foods, Inc.	IR1111508	1/6/2012	IR1111508	1/6/2012	Granted/Registered
Republic of Korea	poppchips	29, 30	Sonora Mills Foods, Inc.	IR1131581	7/10/2013	IR1131581	5/3/2015	Granted/Registered
Republic of Korea	KER POP	29, 30	Sonora Mills Foods, Inc.	IR1206849	5/23/2014	IR1206849	5/23/2014	Granted/Registered
Singapore	POPCHIPS	29, 30	Sonora Mills Foods, Inc.	IR1111508	1/6/2012	IR1111508	1/6/2012	Granted/Registered
Singapore	KER POP	29, 30	Sonora Mills Foods, Inc.	IR1206849	5/23/2014	IR1206849	5/23/2014	Granted/Registered
Singapore	YES PEAS	29	Sonora Mills Food, Inc.	IR1424626	6/1/2018	IR1424626	8/1/2018	Granted/Registered
Taiwan	POPCHIPS	29, 30	Sonora Mills Foods, Inc.	101001665	1/11/2012	1546403	11/1/2012	Granted/Registered

United States of America	POPCHIPS	29, 30	Sonoma Mills Foods, Inc.	79/892,669	5/25/2006	3,482,390	8/5/2006	Granted/Registered
United States of America	THINK POPPED	29, 30	Sonoma Mills Foods, Inc.	77/022,725	10/17/2006	3,419,049	4/29/2008	Granted/Registered
United States of America	popchips	29, 30	Sonoma Mills Foods, Inc.	85/508,863	1/5/2012	4,515,112	4/15/2014	Granted/Registered
United States of America	KER POP	29, 30	Sonoma Mills Foods, Inc.	86/129,976	11/26/2013	4,932,892	4/5/2016	Granted/Registered
United States of America	NUTTER PUFFS	30	Sonoma Mills Foods, Inc.	87/431,829	5/1/2017	5,444,864	4/10/2018	Granted/Registered
United States of America	YES PEAS	29	Sonoma Mills Food, Inc.	87/785,889	2/6/2018	5,717,307	4/2/2019	Granted/Registered
Vietnam	POPCHIPS	29, 30	Sonoma Mills Foods, Inc.	IR1111508	1/6/2012	IR1111508	1/5/2012	Granted/Registered
Vietnam	YES PEAS	29	Sonoma Mills Food, Inc.	IR1424826	8/1/2018		8/1/2018	Pending

United States of America	Image GALAXY PUFFS	29, 30	Sonoma Mills Foods, Inc.	87467943	05/30/2017	5450032	04/17/2018	Granted/Registered
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TRADEMARK

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RECORDED: 01/23/2020