

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570878

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fieldbrook Foods Corporation		05/06/2019	Corporation: DELAWARE
Mister Cookie Face LLC		05/06/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	115 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3287465	FIELDBROOK FOODS	
Registration Number:	1731410	PARTY TREAT	
Registration Number:	1423123	MY FAVORITE ICE CREAM	
Registration Number:	1367956	OLD FASHIONED "HAND DIPPIN KIND"	
Registration Number:	0842941	MASTER PIECE	
Registration Number:	0939960	PARTY PARADE	
Registration Number:	0830274	PARTY TREAT	
Registration Number:	3391276	MISTER COOKIE FACE	
CORRESPONDENCE DATA			
Fax Number:	3127069000		
<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:	312-701-8209		
Email:	mmthomas@mayerbrown.com, mdecember@mayerbrown.com		
Correspondent Name:	Madelaine M. Thomas		
Address Line 1:	71 S. Wacker Drive		
Address Line 2:	Mayer Brown LLP		
Address Line 4:	Chicago, ILLINOIS 60606		

CH \$215.00 3287465

ATTORNEY DOCKET NUMBER:	18565031
NAME OF SUBMITTER:	Madelaine M. Thomas
SIGNATURE:	/Madelaine M. Thomas/
DATE SIGNED:	04/07/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 6th day of May, 2019, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **BANK OF MONTREAL**, a national banking association (“BMO”), in its capacity as agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 29, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among **WELLS ENTERPRISES, INC.**, an Iowa corporation (“Enterprises”), **WEI SALES, LLC**, an Iowa limited liability company (the “Borrower”), the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), Agent, and BMO as administrative agent, the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, in connection with the Credit Agreement, each Grantor and certain other grantors have executed and delivered that certain Guaranty and Security Agreement, dated as of March 29, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”);

WHEREAS, pursuant to the Credit Agreement and the Guaranty and Security Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement and to grant to the Agent a continuing security interest in the Trademark Collateral (as defined below) to secured all Secured Obligations; and

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and 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(b) of the Guaranty and 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 grants and pledges to Agent, for the benefit of the Secured Parties, 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 including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, or (ii) injury to the goodwill associated with any Trademark.

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 Agent, the Secured Parties or any of them, 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 Agent, for the benefit of the Secured Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Agent 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 Agent'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, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT 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.

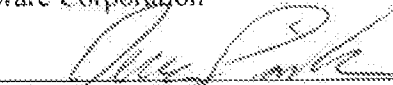
8. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, in the event of any conflict between any provision in this Trademark Security Agreement and any provision in the Intercreditor Agreement, such provision in the Intercreditor Agreement shall control.

[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.

GRANTORS:

FIELDBROOK FOODS CORPORATION, a
Delaware Corporation

By: 
Name: Jeremy Pinkerman
Title: Chief Financial Officer and Treasurer

MISTER COOKIE FACE LLC, a Delaware
Limited Liability Company

By: 
Name: Jeremy Pinkerman
Title: Chief Financial Officer and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

BANK OF MONTREAL, a national banking
association

By:
Name:
Title:

[Signature Page to Trademark Security Agreement]

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.

GRANTORS:

FIELDBROOK FOODS CORPORATION, a
Delaware Corporation

By: _____
Name: _____
Title: _____

MISTER COOKIE FACE LLC, a Delaware
Limited Liability Company

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

BANK OF MONTREAL, a national banking
association

By:  _____
Name: Aaron Weigel
Title: Managing Director

[Signature Page to Trademark Security Agreement]

SCHEDULE 1

Trademarks

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Fieldbrook Foods Corporation	United States	FIELDBROOK FOODS	3287465	09/04/07
Fieldbrook Foods Corporation	United States	PARTY TREAT	1731410	11/10/92
Fieldbrook Foods Corporation	United States	MY FAVORITE ICE CREAM	1423123	12/30/86
Fieldbrook Foods Corporation	United States	OLD FASHIONED "HAND DIPPIN KIND"	1367956	10/29/85
Fieldbrook Foods Corporation	United States	MASTER PIECE	0842941	01/23/68
Fieldbrook Foods Corporation	United States	PARTY PARADE	0939960	08/01/72
Fieldbrook Foods Corporation ¹	United States	PARTY TREAT	0830274	06/13/67
Mister Cookie Face LLC	United States	MISTER COOKIE FACE	3391276	03/04/08

¹ The owner of record of "PARTY TREAT" as recorded with the United States Patent and Trademark Office is "Fieldbrok Foods Corporation" rather than "Fieldbrook Foods Corporation" due to a typographical error.