

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM577784

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fork in the Road Foods, LLC		05/20/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road, MC 7512		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Chartered Bank: TEXAS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4210335	FORK IN THE ROAD	
Registration Number:	4218140		
Registration Number:	4361648	TAKE A BETTER PATH	
Registration Number:	4423190	TRUE STORY	
Registration Number:	5317322	TRUE STORY	
Registration Number:	5246752	TRUE STORY	
Serial Number:	87198653	WE ARE WHAT WE EAT EATS	
CORRESPONDENCE DATA			
Fax Number:	2134432926		
<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:	213-617-5493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	Sheppard, Mullin, Richter & Hampton LLP		
Address Line 1:	333 S. Hope St., 43rd Floor		
Address Line 2:	Attn: J. Cravitz		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	032A-306892		
NAME OF SUBMITTER:	Julie Cravitz		

CH \$190.00 4210335

SIGNATURE:	/julie cravitz/
DATE SIGNED:	05/22/2020
Total Attachments: 6 source=Fork in the Road Foods LLC - Intellectual Property Security Agreement#page1.tif source=Fork in the Road Foods LLC - Intellectual Property Security Agreement#page2.tif source=Fork in the Road Foods LLC - Intellectual Property Security Agreement#page3.tif source=Fork in the Road Foods LLC - Intellectual Property Security Agreement#page4.tif source=Fork in the Road Foods LLC - Intellectual Property Security Agreement#page5.tif source=Fork in the Road Foods LLC - Intellectual Property Security Agreement#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 20, 2020, by and between COMERICA BANK ("Bank") and FORK IN THE ROAD FOODS, LLC, a Delaware limited liability company ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantor, HERITAGE FOODS HOLDINGS, LLC, a California limited liability company ("Heritage") and COURAGE PRODUCTION, LLC, a California limited liability company ("Courage" and together with Grantor and Heritage, collectively, "Subsidiary Borrowers") pursuant to the terms of an Amended, Restated and Consolidated Credit Agreement dated as of December 15, 2017 (as has been or may be amended, supplemented, replaced, restated or otherwise modified, the "Credit Agreement"). Bank is willing to make the Loans to Subsidiary Borrowers, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Subsidiary Borrowers.

B. Pursuant to the terms of the Security Agreement, dated as of August 31, 2016 (as has been or may be amended, supplemented, replaced, restated or otherwise modified, the "Security Agreement"), Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral, as defined therein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations now existing or hereafter arising between Subsidiary Borrowers and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the "Indebtedness" as defined in the Security Agreement, and under any other agreement now existing or hereafter arising between Subsidiary Borrowers and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

2475 Courage Drive
Fairfield, CA 94533
Attn: Chief Executive Officer

GRANTOR:

FORK IN THE ROAD FOODS, LLC, a Delaware limited liability company

By: 
Philip Gatty, CEO

Address of Bank:

Comerica Bank, MC 4605
2321 Rosecrans Avenue, Suite 5000
El Segundo, CA 90245

BANK:

COMERICA BANK

Attn: Account Manager

By: _____
Laura Alfaro, Vice President

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Philip Gatto, CEO

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Comerica Bank, MC 4605
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El Segundo, CA 90245

BANK:

COMERICA BANK

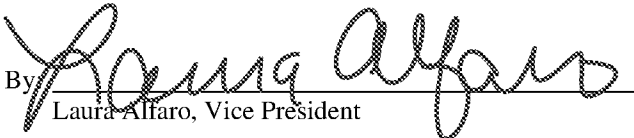
By:  _____
Laura Alfaro, Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
NONE		

EXHIBIT B

Patents

<u>Description</u>	Patent Application No./Issued Patent No.	<u>Date</u>
NONE		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status</u>
FORK IN THE ROAD	77642101	12/31/2008	4210335	09/08/2012	Registered
	77770051	06/29/2009	4218140	10/02/2012	Registered
TAKE A BETTER PATH	77822607	09/09/2009	4361648	07/02/2013	Registered
TRUE STORY	85979845	01/31/2012	4423190	10/22/2013	Registered
TRUE STORY	86036971	08/13/2013	5317322	10/24/2017	Registered
TRUE STORY	86362772	08/11/2014	5246752	07/08/2017	Registered
WE ARE WHAT WE EAT EATS	87198653	10/10/2016	N/A	N/A	Pending; In-Use