

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM581026

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement No. 1 to Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dansons US, LLC		06/10/2020	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	3 Park Plaza, Suite 900		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4758670	A-MAZE-N	
Registration Number:	5930087	COUNTRY SMOKERS	
Registration Number:	5871453	LOUISIANA GRILLS	
Serial Number:	88550214	SECURELINE	
Registration Number:	5992863	THIESSENS	
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:	066397-05-0642		
NAME OF SUBMITTER:	Felicia D. Gordon		
SIGNATURE:	/Felicia D. Gordon/		
DATE SIGNED:	06/12/2020		

CH \$140.00 4758670

Total Attachments: 6

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**SUPPLEMENT NO. 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

June 10, 2020

WHEREAS, DANSONS US, LLC, an Arizona limited liability company ("Grantor"), and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, together with any successor administrative agent, the "Agent"), are parties to that certain Intellectual Property Security Agreement, dated as of July 6, 2018 (as the same may be amended or supplemented from time to time, the "IP Security Agreement"; capitalized terms used but not defined herein shall have the meanings specified in the IP Security Agreement), pursuant to which the Grantor granted to the Agent, to secure the prompt payment and performance in full when due of the Secured Obligations, a security interest in all of the Grantor's right, title and interest in, to and under Collateral consisting of any Intellectual Property arising under the laws of Canada or the United States of America, now owned or at any time hereafter acquired by the Grantor;

WHEREAS, the Grantor has acquired or created additional Intellectual Property since the date of execution of the IP Security Agreement; and

WHEREAS, Schedule I to the IP Security Agreement does not reflect all Intellectual Property acquired or created by the Grantor since the date of execution of the IP Security Agreement.

THEREFORE,

A. The Grantor hereby grants to the Agent to secure the prompt payment and performance in full when due of the Secured Obligations, a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under Collateral consisting of any Intellectual Property arising under the laws of Canada or the United States of America, now owned or at any time hereafter acquired by the Grantor, including the Intellectual Property added to Schedule I of the IP Security Agreement pursuant to paragraph B below.

B. The IP Security Agreement is hereby supplemented, effective as of the date hereof, by amending Schedule I thereof so as to add the Intellectual Property listed on Schedule A hereto.

This Supplement No. 1 to Intellectual Property Security Agreement (this "Supplement") has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the Canadian Intellectual Property Office. The security interest granted hereby has been granted to the Agent in connection with the U.S. Security Agreement and is expressly subject to the terms and conditions thereof. The U.S. Security Agreement (and all rights and remedies of the Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

Except as expressly supplemented hereby, the IP Security Agreement shall continue in full force and effect in accordance with the provisions thereof on the date hereof. As used in the IP Security Agreement, the terms "Agreement," "this Agreement," "herein," "hereafter," "hereto," "hereof" and words of similar import, shall, unless the context otherwise requires, mean the IP Security Agreement as supplemented by this Supplement.

Except as expressly supplemented hereby, the IP Security Agreement and all documents contemplated thereby, are each hereby confirmed and ratified by the Grantor.

The execution and filing of this Supplement, and the addition of the Intellectual Property set forth herein are not intended by the parties to derogate from, or extinguish, any of the Agent's or any Secured Party's rights or remedies under (i) the IP Security Agreement and/or any agreement, amendment or supplement thereto or any other instrument executed by the Grantor and heretofore recorded or submitted for recording in the U.S. Patent and Trademark Office or the Canadian Intellectual Property Office, or (ii) any financing statement, continuation statement, deed or charge or other instrument executed by the Grantor and heretofore filed in any state or county in the United States of America, Canada or elsewhere.


This Supplement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Supplement by email, .pdf, facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Supplement. Each party agrees that the electronic signatures of the parties included in this Supplement are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, "electronic signatures" mean any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record pursuant to the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309) as amended from time to time or as provided under the Uniform Commercial Code as adopted by the State of New York.

This Supplement shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of New York, but giving effect to federal laws applicable to national banks. THIS SUPPLEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION AND JURY TRIAL WAIVER SET FORTH IN SECTIONS 8.17 AND 8.18 OF THE U.S. SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Signature pages follow]

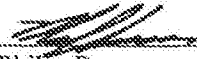
IN WITNESS WHEREOF, the parties have caused this Supplement No. 1 to the Intellectual Property Security Agreement to be duly executed and delivered by their respective officers as of the date first set forth above.

DANSONS US, LLC,
an Arizona limited liability company,
as Grantor

By: 
Name: Dan Thiessen
Title: Manager

[Signature page to Supplement No. 1 to Intellectual Property Security Agreement]

JPMORGAN CHASE BANK, N.A.,
as Agent

By: 
Name: Philip Bosma
Title: Authorized Officer

[Signature page to Supplement No. 1 to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006969 FRAME: 0487

Schedule A

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

US

Owner	Registration / Application No.	Registration/ Application Date	Trademark	Status
Dansons US, LLC	4758670	June 23, 2015	A-MAZE-N	Registered
Dansons US, LLC	5930087	December 10, 2019	COUNTRY SMOKERS	Registered
Dansons US, LLC	5871453	October 1, 2019	LOUISIANA GRILLS	Registered
Dansons US, LLC	88550214	July 30, 2019	SECURELINE	Pending
Dansons US, LLC	5992863	February 18, 2020	THIESSSENS	Registered

CANADA

Current Owner/ Applicant	Trademark	Registration Date	Registration No./ Application No.
Dansons US, LLC	VEGGIEQ	Filed 2018-09-26	App. No. 1922100
Dansons US, LLC	FOUNDERS	Filed 2018-10-10	App. No. 1924393
Dansons US, LLC	WIN THE MEAL	Filed 2018-11-07	App. No. 1929306
Dansons US, LLC	LOUISIANA GRILLS & Design	Filed 2019-03-27	App. No. 1954010
Dansons US, LLC	PIT BOSS	Filed 2019-03-27	App. No. 1954012
Dansons US, LLC	COUNTRY SMOKERS	Filed 2019-03-28	App. No. 1954215
Dansons US, LLC	BIGGER, HOTTER, HEAVIER	Filed 2019-03-28	App. No. 1954216
Dansons US, LLC	THIESENS	Filed 2019-05-14	App. No. 1962758
Dansons US, LLC	T & Falcon Design	Filed 2019-05-14	App. No. 1962759
Dansons US, LLC	THIESENS AUTHENTIC PURSUIT EQUIPMENT & Design	Filed 2019-05-14	App. No. 1962760