

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583048

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pervine Foods, LLC		12/31/2019	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	KeyBank, National Association		
Street Address:	600 White Plains Road		
Internal Address:	2nd Floor		
City:	Tarrytown		
State/Country:	NEW YORK		
Postal Code:	10591		
Entity Type:	National Banking Association: NEW YORK		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4860583	FITELITE	
Registration Number:	5477254	FIT CRUNCH	
Registration Number:	4501292	FIT CRUNCH	
Registration Number:	5932995	FITCRUNCH	
Registration Number:	5632565	FITCRUNCH	
Serial Number:	88532785	FIT FOR YOU	
Serial Number:	88369031	FITBARK	
Registration Number:	5698922	FIT FOR SNACKING	
CORRESPONDENCE DATA			
Fax Number:	4123942555		
<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:	412-394-7767		
Email:	traip@clarkhill.com		
Correspondent Name:	Paul D. Bangor, Jr., Esquire		
Address Line 1:	301 Grant Street, 14th Floor		
Address Line 2:	One Oxford Centre		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		

OP \$215.00 4860583

ATTORNEY DOCKET NUMBER:	91005.391150
NAME OF SUBMITTER:	Paul D. Bangor, Jr.
SIGNATURE:	/Paul D. Bangor, Jr./
DATE SIGNED:	06/25/2020
Total Attachments: 4 source=20200625115135#page1.tif source=20200625115135#page2.tif source=20200625115135#page3.tif source=20200625115135#page4.tif	

NOTICE OF SECURITY INTEREST IN U.S. TRADEMARKS

This Notice of Security Interest in U.S. Trademarks (this "Notice of Security Interest"), dated December 31, 2019, is made by Pervine Foods, LLC, a Pennsylvania limited liability company (the "Grantor") in favor of KeyBank, National Association (the "Bank").

WHEREAS, the Grantor has adopted, used and is using the United States trademarks listed on the annexed Schedule A, which trademarks are registered in or subject to trademark applications filed in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, pursuant to that certain First Amended and Restated Credit Agreement, dated of even date herewith, by and between the Grantor and the Bank (as the same may be further amended, restated, modified or supplemented from time to time, the "Credit Agreement"), the Grantor is obligated to the Bank and the Grantor has entered into that certain First Amended and Restated Patent, Trademark and Copyright Security Agreement, dated of even date herewith (the "Trademark Grant") in favor of the Bank; and

WHEREAS, pursuant to the Trademark Grant, the Grantor has mortgaged, pledged, granted and conveyed to the Bank, a first-priority security interest in and to and Lien on all of the Grantor's right, title and interest in and to the Trademarks, together with the goodwill associated therewith, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment and performance of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Grantor does hereby confirm its grant to the Bank of a pledge of, security interest in, and Lien on, the Trademark Collateral to secure prompt payment and performance of the Obligations.

The Grantor does hereby further acknowledge and affirm that (i) the rights and remedies of the Bank with respect to the pledge of, security interest in, and Lien on, the Trademark Collateral made and granted hereby are more fully set forth in the Trademark Grant, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Notice of Security Interest and (ii) in accordance with Paragraph 7 of the Trademark Grant, the Bank is authorized as the Grantor's attorney in fact to modify the Trademark Grant by amending Schedule B thereof to include any future Trademarks (as defined in the Trademark Grant), and Schedule B is hereby deemed modified to include the Trademarks.

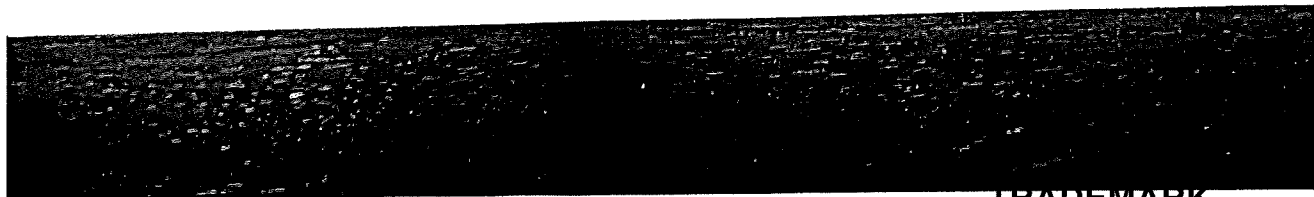
The Bank's address is KeyBank, National Association, 600 White Plains Road, 2nd Floor, Tarrytown, NY 10591.

IN WITNESS WHEREOF, and intending to be legally bound, the Grantor has executed this Notice of Security Interest as of the day and year first above written.

Pervine Foods, LLC

By: *James N. Perich*
Name: James N. Perich
Title: Secretary

[SIGNATURE PAGE TO NOTICE OF SECURITY INTEREST - TRADEMARKS]



TRADEMARK
REEL: 006979 FRAME: 0446

ACKNOWLEDGMENT

STATE/Commonwealth of OHIO)
)
COUNTY OF FRANKLIN) SS:

On this, the 31st day of December, 2019, before me, a Notary Public, the undersigned officer, personally appeared James N. Perich, who acknowledged himself to be the Secretary of Pervine Foods, LLC, a Pennsylvania limited liability company (the "Company"), and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as such officer on behalf of the Company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



John M Burton
Notary Public, State of Ohio
My Commission Expires
February 06, 2024



Notary Public *John M. Burton*

My Commission Expires: 02/06/2024

[ACKNOWLEDGEMENT PAGE TO NOTICE OF SECURITY INTEREST - TRADEMARKS]

TRADEMARK
REEL: 006979 FRAME: 0447

Schedule A

Trademark Registrations and Applications

Trademark	Owner	Jurisdiction	Registration No., Serial No. or Application No.	Date Issued or Filed
FITELITE	Pervine Foods, LLC	US	Reg. No. 4,860,583, Serial No. 86349884	11/24/2015
FIT CRUNCH	Pervine Foods, LLC	US	Reg. No. 5,477,254, Serial No. 87577345	03/22/2018
FIT CRUNCH	Pervine Foods, LLC	US	Reg. No. 4,501,292, Serial No. 86031359	03/25/2014
FITCRUNCH	Pervine Foods, LLC	US	Reg. No. 5,932,995, Serial Nos. 87907786	12/10/2019
FITCRUNCH	Pervine Foods, LLC	US	Reg. No. 5,632,565, Serial Nos. 87907706	12/18/2018
FIT FOR YOU	Pervine Foods, LLC	US	Serial No. 88532785	07/24/2019
FITBARK	Pervine Foods, LLC	US	Serial No. 88369031	04/03/2019
FIT FOR SNACKING	Pervine Foods, LLC	US	Reg No. 5698922, Serial No. 87768313	03/12/2019