

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM587689

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Collateral Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wyandot, Inc.		06/12/2020	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Serial Number:	87048220	THE BETTER WAY TO SNACK	
Serial Number:	87410889	MUNCH RIGHTS INCREDI-PUFFS	
Serial Number:	87048231	THE BETTER WAY TO SNACK	
Serial Number:	87505655	SAUCILIAN PIZZA	
Serial Number:	87866536	THE SNACK BRIGADE	
Serial Number:	87866559	UNITED WE SNACK	
Serial Number:	87505634	THE INGREDIENTS YOU WANT. THE FLAVORS YO	
Serial Number:	78315896	WYANDOT FOODSERVICE	
Serial Number:	78315881	WYANDOT FOODSERVICE	
Serial Number:	78354265	HOT GATORS	
Serial Number:	76340107	BIG DIPPERS	
Serial Number:	74586255	GRANDADDY'S	
Serial Number:	74171790		
Serial Number:	72067933	MEXICALI	
Serial Number:	73350640	MEXICALI	
Serial Number:	75441114	MUNCH RIGHTS	
Serial Number:	72213042	POW WOW PUFFS	
Serial Number:	73113395	POW-WOW	
Serial Number:	73113426	TENDER DELITE	

OP \$740.00 87048220

Property Type	Number	Word Mark
Serial Number:	73438846	TIME OUT FOR NACHOS
Serial Number:	74171742	WYANDOT
Serial Number:	75353293	MUNCH MATES
Serial Number:	74206507	BIG CRUNCH
Serial Number:	74657606	CASA DE ORO
Serial Number:	72317467	MUNCH MATES
Serial Number:	72297909	SUPER H
Serial Number:	74171788	WORLD CLASS SNACKS
Serial Number:	73686614	WYANDOT CLASSIC
Serial Number:	78568638	SALAD RINGS

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

Phone: 800-713-0755

Email: Ayisha.jones@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Magdalena Lazarz/
SIGNATURE:	/Magdalena Lazarz/
DATE SIGNED:	07/21/2020

Total Attachments: 6

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TRADEMARK COLLATERAL AGREEMENT

This 12th day of June, 2020, WYANDOT, INC., an Ohio corporation (“*Debtor*”) with its principal place of business and mailing address at 135 Wyandot Avenue, Marion, Ohio 43302, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO HARRIS BANK N.A., a national banking association (“*BMO Harris*”), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors as defined in the Security Agreement referred to below (BMO Harris acting as such administrative agent and any successor or successors to BMO Harris acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to Agent a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Trademark Collateral*”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith among Debtor, the other debtors party thereto and Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use Applications*”), but rather, if and so long as Debtor’s Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations.

When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

For the avoidance of doubt, (a) this Trademark Collateral Agreement grants to Agent a continuing security interest in and to all of the right, title and interest of the Debtor in the Trademark Collateral and shall not, prior to the occurrence of an Event of Default (as such term is defined in the Security Agreement) and exercise of remedies pursuant to the Security Agreement, operate as a sale, transfer, conveyance or assignment of ownership to Agent of Debtor's past, current and future Trademark Collateral, and (b) the Agent's rights and remedies with respect to Trademark Collateral under Section 10 of the Security Agreement shall apply only upon the occurrence and during the continuance of an Event of Default (as such term is defined in the Security Agreement).

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York (including Section 5-1401 and Section 5-1402 of the General Obligations law of the State of New York) without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

WYANDOT, INC.

By: 

Name: Robert I. Sarlls

Title: President

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.

By 

Name: Betzaida Erdelyi

Its: Managing Director

[Signature Page to Trademark Collateral Agreement]

TRADEMARK
REEL: 007003 FRAME: 0299

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

Debtor	Jurisdiction	Mark	App. No.	App. Date	Reg. No.	Reg. Date
Wyandot, Inc.	USPTO	THE BETTER WAY TO SNACK	87/048,220	05/24/2016	Pending	Pending
Wyandot, Inc.	USPTO	MUNCH RIGHTS INCREDI-PUFFS	87/410,889	04/13/2017	5371737	01/02/2018
Wyandot, Inc.	USPTO	THE BETTER WAY TO SNACK	87/048,231	05/24/2016	5536292	08/07/2018
Wyandot, Inc.	USPTO	SAUCILIAN PIZZA	87/505,655	06/26/2017	5710496	03/26/2019
Wyandot, Inc.	USPTO	THE SNACK BRIGADE	87/866,536	04/06/2018	5956361	01/07/2020
Wyandot, Inc.	USPTO	UNITED WE SNACK	87/866,559	04/06/2018	5956362	01/07/2020
Wyandot, Inc.	USPTO	THE INGREDIENTS YOU WANT. THE FLAVORS YOU CRAVE.	87/505,634	06/26/2017	5978616	02/04/2020
Wyandot, Inc.	USPTO	SALAD RINGS	78/568,638	02/16/2005	3061374	02/21/2006
Wyandot, Inc.	USPTO	WYANDOT FOODSERVICE	78/315,896	10/20/2003	2884470	09/14/2004
Wyandot, Inc.	USPTO	WYANDOT FOODSERVICE (Design)	78/315,881	10/20/2003	2,884,469	09/14/2004
Wyandot, Inc.	USPTO	HOT GATORS	78/354,265	01/20/2004	Abandoned – August 18, 2005	N/A
Wyandot, Inc.	USPTO	BIG DIPPERS	76/340,107	11/20/2001	2,690,308	02/25/2003

Debtor	Jurisdiction	Mark	App. No.	App. Date	Reg. No.	Reg. Date
Wyandot, Inc.	USPTO	GRANDDADDY'S	74/586,255	10/17/1994	1925724	10/10/1995
Wyandot, Inc.	USPTO	INDIAN HEAD ON ARROWHEAD (Design)	74/171,790	05/31/1991	1,726,019	10/20/1992
Wyandot, Inc.	USPTO	MEXICALI (CORN CHIPS)	72/067,933	02/18/1959	685,275	09/15/1959
Wyandot, Inc.	USPTO	MEXICALI (TORTILLA CHIPS)	73/350,640	02/17/1982	1,338,208	05/28/1985
Wyandot, Inc.	USPTO	MUNCH RIGHTS	75/441,114	02/26/1998	2,256,856	06/29/1999
Wyandot, Inc.	USPTO	POW WOW PUFFS	72/213,042	03/01/1965	811,812	04/28/2007
Wyandot, Inc.	USPTO	POW-WOW	73/113,395	01/24/1977	1,121,108	06/26/1979
Wyandot, Inc.	USPTO	TENDER DELITE	73/113,426	01/24/1977	1,092,910	06/06/1978
Wyandot, Inc.	USPTO	TIME OUT FOR NACHOS	73/438,846	08/11/1983	1331073	01/21/2006
Wyandot, Inc.	USPTO	WYANDOT	74/171,742	05/31/1991	1,686,615	05/12/1992
Wyandot, Inc.	USPTO	MUNCH MATES	75/353,293	09/08/1997	2,205,431	11/24/1998
Wyandot, Inc.	USPTO	BIG CRUNCH	74/206,507	09/24/1991	1777355	07/03/2000
Wyandot, Inc.	USPTO	CASA DE ORO	74/657,606	04/07/1995	2034371	Transferred
Wyandot, Inc.	USPTO	MUNCH MATES	72/317,467	01/24/1969	881,366	12/29/2000
Wyandot, Inc.	USPTO	SUPER H	72/297,909	05/10/1968	865457	11/03/1992
Wyandot, Inc.	USPTO	WORLD CLASS SNACKS	74/171,788	05/31/1991	1761566	01/03/2004
Wyandot, Inc.	USPTO	WYANDOT CLASSIC	73/686,614	09/28/1987	1562447	10/24/1989