

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM587702

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Olde Thompson, LLC		07/21/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BNP Paribas, as Administrative Agent		
Street Address:	787 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Société Anonyme (Sa): FRANCE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88836167	OLDE THOMPSON SINCE 1944	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	049018-0139		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	07/21/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is made as of July 21, 2020 (this “Agreement”), by and between **OLDE THOMPSON, LLC**, a California limited liability company (“Olde Thompson”), **GEL SPICE CO., INC.**, a New Jersey Corporation (“Gel Spice Inc.”); together with Olde Thompson, each a “Grantor” and collectively, the “Grantors”) and **BNP PARIBAS**, in its capacity as Administrative Agent for the Lender Parties (together with its successors and permitted assigns in such capacity, “Grantee”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement (as defined below).

WHEREAS, each Grantor, Grantee, OT Guarantor LLC, a Delaware limited liability company, OT Borrower LLC, a Delaware limited liability company, and Gel Spice Co., LLC, a New Jersey limited liability company have entered into that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Pledge and Security Agreement”), pursuant to which each Grantor has granted Grantee a security interest in the Collateral for the benefit of the Lender Parties; and

WHEREAS, each Grantor is the owner of the trademark registrations and applications for trademark registrations, as applicable, listed on the attached Schedule A (the “Trademarks”); and

WHEREAS, each Grantor and Grantee wish to enter this Agreement in conjunction with the security interest in the Collateral granted by each Grantor to Grantee for the benefit of the Lender Parties under the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and Grantee hereby agree that:

1. Each Grantor hereby pledges and grants to Grantee for the benefit of the Lender Parties a continuing security interest in all of such Grantor’s right, title and interest in and to (a) the Trademarks, (b) all extensions, modifications and renewals thereof, (c) all Goodwill of each Grantor’s business symbolized by the foregoing or associated therewith, and (d) all of each Grantor’s rights corresponding thereto throughout the world (collectively, the “Trademark Collateral”) solely for the purpose of securing such Grantor’s payment, performance and observance of the Secured Obligations pursuant to and under the Pledge and Security Agreement. This Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” application for trademark registration filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law.

2. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral (including the Trademarks) are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.

3. Upon the Payment in Full of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), Grantee shall promptly execute, acknowledge and deliver to each Grantor an instrument in writing in recordable form and reasonably acceptable to such Grantor releasing the security interest in the Trademarks granted under this Agreement.

4. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

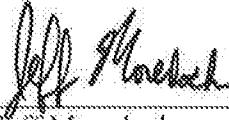
5. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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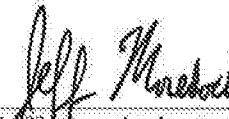
IN WITNESS WHEREOF, Grantors and Grantee have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the date first set forth above.

GRANTORS:

OLDE THOMPSON, LLC

By: 
Name: Jeff Moredock
Title: Vice President, Treasurer and Assistant Secretary

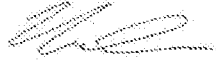
GEL SPICE CO., INC.

By: 
Name: Jeff Moredock
Title: Vice President, Treasurer and Assistant Secretary

[Trademark Security Agreement]

GRANTEE:

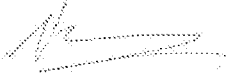
BNP PARIBAS,
as Administrative Agent



By: _____

Name: Mark Scioscia

Title: Vice President



By: _____

Name: Bilal Nizami

Title: Vice President

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Grantor: GEL SPICE CO., INC.

Registered Trademarks

Trademark	Country	Registration Number	Registration Date
FLAVOR MATE	United States	4608966	9/23/2014
CHEF'S SELECT	United States	4156570	6/12/2012
SPICE SELECT	United States	1777350	6/15/1993
NATURE'S SUPREMES	United States	3747840	2/9/2010
SUPREME CREATIONS	United States	3370561	1/15/2008
SPICE TIME	United States	3749483	2/16/2010
SPICE SUPREME	United States	3921636	2/22/2011
SPICE PRIDE	United States	3749477	2/16/2010
SAUCE SUPREME	United States	3921635	2/22/2011
GEL	United States	2741638	7/29/2003

Grantor: OLDE THOMPSON, LLC

Trademark Applications

Trademark	Country	Application/Serial Number	Application Date
OLDE THOMPSON SINCE 1944	United States	88836167	03/16/2020