

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM595810

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SIMPLE MILLS, INC.		09/02/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIRST MIDWEST BANK		
<b>Street Address:</b>	8750 W. BRYN MAWR AVE. STE. 1300		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60631		
<b>Entity Type:</b>	Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88388753	FEEL WHAT GOOD FOOD CAN DO	
<b>Serial Number:</b>	88595907	SIMPLE, REAL, WHOLESOME INGREDIENTS ARE	
<b>Serial Number:</b>	88618447	SNACK WITH PURPOSE	
<b>Serial Number:</b>	88788110	SWEET THINS	
<b>Registration Number:</b>	5928899	BE YOUR BRIGHTEST	
<b>Registration Number:</b>	5789557	BE YOUR BRIGHTEST	
<b>Registration Number:</b>	6055137	SIMPLE MILLS	
<b>Registration Number:</b>	6055138	SIMPLE MILLS	
<b>Registration Number:</b>	5928900	SIMPLE MILLS	
<b>Registration Number:</b>	5928901	SIMPLE MILLS	
<b>Registration Number:</b>	5928902	SIMPLE MILLS	
<b>Registration Number:</b>	5767881	SIMPLE MILLS	
<b>Registration Number:</b>	5647170	SIMPLE MILLS	
<b>Registration Number:</b>	5647171	SIMPLE MILLS	
<b>Registration Number:</b>	4944330	SIMPLE MILLS	
<b>Registration Number:</b>	4962603	SIMPLE MILLS	
<b>Registration Number:</b>	4575385	SIMPLE MILLS	
<b>CORRESPONDENCE DATA</b>			

OP \$440.00 88388753

**Fax Number:** 8473301231

***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:** 8473306045

**Email:** adean@mpslaw.com

**Correspondent Name:** Amy Dean

**Address Line 1:** 1515 E. WOODFIELD RD. STE. 250

**Address Line 4:** SCHAUMBURG, ILLINOIS 60173

<b>NAME OF SUBMITTER:</b>	Jay L. Cherwin
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<b>SIGNATURE:</b>	/JLC/
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<b>DATE SIGNED:</b>	09/03/2020
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**Total Attachments: 6**

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## TRADEMARK COLLATERAL AGREEMENT

This 2nd day of September, 2020 (the "Effective Date"), SIMPLE MILLS, INC., a Delaware corporation ("Debtor") with its principal place of business and mailing address at 435 N. LaSalle Dr., 2nd Floor Chicago, IL 60654 grants to First Midwest Bank, an Illinois state chartered bank, with its mailing address at 8750 West Bryn Mawr Avenue, Suite 1300, Chicago, Illinois 60631, and its successors and assigns ("Secured Party") a lien on and 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 Obligations (as defined in the Security Documents).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party 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"). When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement in accordance with the terms of the Security Documents.

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

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the lien on and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in that certain Loan and Security Agreement, dated as of the Effective Date, between Debtor, the Secured Party and the other lender parties thereto (the "Security Documents"), the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights

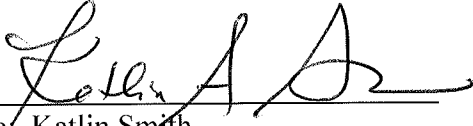
and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Security Documents and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

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 Illinois 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.

SIMPLE MILLS, INC.

By:   
Name: Katlin Smith  
Title: Chief Executive Officer, President  
and Secretary

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

FIRST MIDWEST BANK

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Trademark Collateral Agreement]

**TRADEMARK**  
**REEL: 007044 FRAME: 0466**

Execution Version

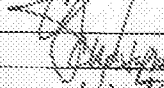
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the Effective Date.

SIMPLE MILLS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and agreed to as of the Effective Date.

FIRST MIDWEST BANK

By:  \_\_\_\_\_  
Name: *Michael J. ...* \_\_\_\_\_  
Title: *Vice President* \_\_\_\_\_

**SCHEDULE A  
TO  
TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Status</b>	<b>Application Number</b>	<b>Registration Number</b>	<b>Application Date</b>	<b>Registration Date</b>
FEEL WHAT GOOD FOOD CAN DO	U.S. Federal	Pending Intent To Use	88388753		16-APR-2019	
SIMPLE, REAL, WHOLESOME INGREDIENTS ARE SIMPLY, REALLY, WHOLLY DELICIOUS.	U.S. Federal	Pending Intent To Use	88595907		28-AUG-2019	
SNACK WITH PURPOSE	U.S. Federal	Pending Intent To Use	88618447		16-SEP-2019	
SWEET THINS	U.S. Federal	Pending Intent To Use	88788110		06-FEB-2020	
BE YOUR BRIGHTEST	U.S. Federal	Registered	88427057	5928899	13-MAY-2019	03-DEC-2019
BE YOUR BRIGHTEST	U.S. Federal	Registered	88041199	5789557	17-JUL-2018	25-JUN-2019
SIMPLE MILLS	U.S. Federal	Registered	88618006	6055137	16-SEP-2019	12-MAY-2020
SIMPLE MILLS	U.S. Federal	Registered	88618015	6055138	16-SEP-2019	12-MAY-2020
SIMPLE MILLS	U.S. Federal	Registered	88427066	5928900	13-MAY-2019	03-DEC-2019
SIMPLE MILLS	U.S. Federal	Registered	88427084	5928901	13-MAY-2019	03-DEC-2019
SIMPLE MILLS	U.S. Federal	Registered	88427091	5928902	13-MAY-2019	03-DEC-2019
SIMPLE MILLS	U.S. Federal	Registered	88142536	5767881	04-OCT-2018	04-JUN-2019
SIMPLE MILLS	U.S. Federal	Registered	87907724	5647170	04-MAY-2018	08-JAN-2019
SIMPLE MILLS	U.S. Federal	Registered	87907732	5647171	04-MAY-2018	08-JAN-2019

{35485: 012: 02873616.DOCX :3 }

Schedule A-1

First Midwest Bank/Simple Mills, Inc.  
Trademark Collateral Agreement (Version 2019.1)

**TRADEMARK  
REEL: 007044 FRAME: 0468**

Trademark	Jurisdiction	Status	Application Number	Registration Number	Application Date	Registration Date
SIMPLE MILLS	U.S. Federal	Registered	86574992	4944330	24-MAR-2015	26-APR-2016
SIMPLE MILLS	U.S. Federal	Registered	86575002	4962603	24-MAR-2015	24-MAY-2016
SIMPLE MILLS	U.S. Federal	Registered	86146234	4575385	17-DEC-2013	29-JUL-2014

{35485: 012: 02873616.DOCX :3 }

Schedule A-2

First Midwest Bank/Simple Mills, Inc.  
Trademark Collateral Agreement (Version 2019.1)