

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600708

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blommer Chocolate Company		09/30/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Collateral Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	U.S. National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	75485466	BLOMMER	
Serial Number:	75485468	BLOMMER SIGNATURE LINE	
Serial Number:	87378163	FOUNDER'S RESERVE	
Serial Number:	86769258	L.I.F.T. COCOA	
Serial Number:	77289149	POKIES	
Serial Number:	85642756	SUSTAINABLE ORIGINS	
Serial Number:	86154424	SUSTAINABLE ORIGINS	
Serial Number:	86402022	WE BRING CHOCOLATE TO LIFE!	
CORRESPONDENCE DATA			
Fax Number:			
<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:	312-288-3547		
Email:	j.murphy@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 South LaSalle Street		
Address Line 2:	Suite 814		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Nancy A. Zarazua		
SIGNATURE:	/Nancy A. Zarazua/		

OP \$215.00 75485466

DATE SIGNED:	10/01/2020
---------------------	------------

Total Attachments: 7

source=Trademark Security Agreement (7)#page1.tif

source=Trademark Security Agreement (7)#page2.tif

source=Trademark Security Agreement (7)#page3.tif

source=Trademark Security Agreement (7)#page4.tif

source=Trademark Security Agreement (7)#page5.tif

source=Trademark Security Agreement (7)#page6.tif

source=Trademark Security Agreement (7)#page7.tif

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of September 30, 2020, by and among BLOMMER CHOCOLATE COMPANY, a Delaware corporation (the “Grantor”), in favor of BMO HARRIS BANK N.A., in its capacity as collateral agent pursuant to the Security Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement, dated as of September 30, 2020 (as it may be from time to time amended, restated, modified or supplemented, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the promises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement (as defined in the Security Agreement), the Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all Trademarks of the Grantor listed on Schedule I attached hereto.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an

instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BLOMMER CHOCOLATE COMPANY

By: Jonathan Farrow
Name: Jonathan Farrow
Title: Vice President, Finance

Accepted and Agreed:

BMO HARRIS BANK N.A.,
as Collateral Agent

By Betzaida Erdelyi
Name: Betzaida Erdelyi
Its: Managing Director

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Registrations:

OWNER	SERIAL/REGISTRATION NUMBER	TRADEMARK	FILING/REGISTRATION DATE
Blommer Chocolate Company	75485466 / 2315627	BLOMMER	May 14, 1998 / February 8, 2000
Blommer Chocolate Company	75485468 / 2375852	BLOMMER SIGNATURE LINE & DESIGN	May 14, 1998 / August 8, 2000
Blommer Chocolate Company	87378163 / 5633554	FOUNDER'S RESERVE	March 20, 2017 / December 18, 2018
Blommer Chocolate Company	86769258 / 5125400	L.I.F.T. COCOA	September 25, 2015 / January 17, 2017
Blommer Chocolate Company	77289149 / 3539498	POKIES	September 26, 2007 / December 2, 2008
Blommer Chocolate Company	85642756 / 4502333	SUSTAINABLE ORIGINS	June 4, 2012 / March 25, 2014
Blommer Chocolate Company	86154424 / 4596215	SUSTAINABLE ORIGINS	December 30, 2013 / September 2, 2014
Blommer Chocolate Company	86402022 / 5223559	WE BRING CHOCOLATE TO LIFE!	September 22, 2014/ June 13, 2017

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK	STATUS
-------	-----------------------	-----------	--------

None.