

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607392

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
A. L. Schutzman Company, Inc.		10/30/2020	Corporation: WISCONSIN
A.L. Schutzman Global, Inc.		10/30/2020	Corporation: WISCONSIN
pureNUT Pasteurization, LLC		10/30/2020	Limited Liability Company: WISCONSIN
Devon's Chocolates, LLC		10/30/2020	Limited Liability Company: WISCONSIN

RECEIVING PARTY DATA

Name:	CIBC Bank USA
Street Address:	120 S. LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	2925119	GK SELECT
Registration Number:	3828672	GK SNACKS
Registration Number:	1926593	GOLDEN KERNEL STADIUM PEANUTS
Registration Number:	2065362	GOLDEN VALU
Registration Number:	1947471	ISLAND FRUIT MIX
Registration Number:	1941444	MALLORY'S FINEST
Registration Number:	3868082	POP O POP
Registration Number:	3738145	SAVANNA ORCHARDS
Registration Number:	1616891	ASHDON FARMS
Registration Number:	1997359	SNACK DEPOT
Registration Number:	1920589	THE SNACK DEPOT
Registration Number:	5576143	ASHLEY HILL ACRES
Registration Number:	6136623	ASHLEY HILLS
Registration Number:	5131571	CLASSIC CRUNCH

OP \$965.00 2925119

Property Type	Number	Word Mark
Registration Number:	5130223	GOLDEN KERNEL
Registration Number:	5208691	GOLDEN VALU
Serial Number:	88365256	SCHUTZEE'S
Serial Number:	88846791	BROOKFIELD FARMS
Serial Number:	88808475	ELMBROOK FARMS
Serial Number:	88808383	ELMBROOK FARMS
Registration Number:	4979150	BLUEBERRY LEMON JUBILEE
Registration Number:	3870419	BLUEBERRY LEMON MERENGUE
Registration Number:	3870417	CHERRY VANILLA VA-VOOM
Registration Number:	4625988	CLUSTER D'LITES
Registration Number:	3870418	CRANBERRY ORANGO TANGO
Registration Number:	4625991	DEVON'S
Registration Number:	5005009	DEV'S D'LITES
Registration Number:	4625990	DISTINCTIVE D'LITES
Registration Number:	4067184	INNOCENTLY ADDICTIVE
Registration Number:	5800852	MINI D'LITES
Registration Number:	3212801	NUTORIOUS
Registration Number:	5301088	NUTORIOUS
Registration Number:	3549747	OOO LA LA ORIGINAL
Registration Number:	3870711	PUMPKIN PALOOZA
Registration Number:	4625989	SELECT D'LITES
Serial Number:	88339441	DEVON'S RESERVE
Serial Number:	88376966	MAGIC MUNCH
Serial Number:	88339440	RESERVE D'LITES

CORRESPONDENCE DATA

Fax Number: 3125802201

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: 3125805062

Email: drogers@thompsoncoburn.com

Correspondent Name: Diona E. Rogers

Address Line 1: 55 E. Monroe Street

Address Line 2: 37th Floor

Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER: Diona E. Rogers

SIGNATURE: /Diona E. Rogers/

DATE SIGNED: 11/06/2020

Total Attachments: 11

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source=CIBC A.L. Schutzman Intellectual Property Security Agreement dated 10.30.2020#page9.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is executed and delivered as of October 30, 2020, by A. L. Schutzman Company, Inc., a Wisconsin corporation (“**ALSC**”); and together with any other party joined as a borrower under the hereinafter defined Loan Agreement, collectively, the “**Borrowers**” and each, a “**Borrower**”), A.L. Schutzman Global, Inc., a Wisconsin corporation (“**ALG**”), pureNUT Pasteurization, LLC, a Wisconsin limited liability company (“**Purenut**”), and Devon’s Chocolates, LLC, a Wisconsin limited liability company (“**Devon’s Chocolates**”) (Borrowers, ALG, Purenut, and Devon’s Chocolates are each individually an “**Obligor**” and collectively, the “**Obligors**”), to CIBC BANK USA (“**Lender**”).

W I T N E S S E T H:

WHEREAS, contemporaneously herewith, Lender is providing certain extensions of credit, loans and other financial accommodations (the “**Financial Accommodations**”) to Borrowers evidenced by, among other documents, (i) that certain Loan and Security Agreement of even date herewith by and among Obligors, the other parties thereto and Lender (as amended or restated from time to time, the “**Loan Agreement**”), and (ii) any other agreements, documents and instruments now or at any time hereafter executed and delivered in connection with the Loan Agreement (the “**Other Documents**”) (the Other Documents, together with the Loan Agreement are collectively, the “**Loan Documents**”);

WHEREAS, pursuant to the Loan Agreement, Obligors granted to Lender a security interest and lien in and to substantially all of Obligors’ assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever; and

WHEREAS, Lender is willing to provide the Financial Accommodations to Obligors, provided, among other things, Obligors execute and deliver this Agreement to Lender.

NOW, THEREFORE, in consideration of the Financial Accommodations, the mutual promises and understandings of Obligors and Lender set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Obligors covenant unto and agree with Lender as follows:

1. **Incorporation of Loan Agreement.** The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms in this Agreement, including the Exhibits, which have an initial capital letter where not required by the rules of grammar, and which are not otherwise defined herein, are used herein as defined in the Loan Agreement.

2. **Collateral Assignment of Intellectual Property.** To secure the full and timely payment and performance of the Obligations, each Obligor hereby grants and conveys to Lender a security interest and lien in and to all of such Obligor’s right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (collectively, the “**Intellectual Property Collateral**”):

A. (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed on Exhibit “A”, (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the “**Trademarks**”);

B. (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed on Exhibit “B”, (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof,

(iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (collectively, the "Patents");

C. (i) copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed on Exhibit "C", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the "Copyrights");

D. license agreements for Trademarks, Patents and Copyrights, whether such Obligor is a licensor or licensee under any such license agreement, and the right to prepare for sale, sell and advertise for sale all "Inventory" as defined in the Loan Agreement now or hereafter owned by such Obligor and now or hereafter covered by such licenses (collectively, the "Licenses"); and

E. the goodwill of such Obligor's business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses.

This Agreement is made for collateral purposes only. Obligors acknowledge and agree that upon the occurrence and during the continuation of an Event of Default, and upon written notice to Obligors, the Intellectual Property Collateral shall be immediately conveyed to Lender without any further action by any party, and Lender shall have the power to use and/or sell the Intellectual Property Collateral. Obligors covenant and agree to execute and deliver to Lender all agreements, instruments, documents and other written matter that Lender may request, in form and substance acceptable to Lender, to perfect and maintain perfected Lender's security interests and lien in and to the Intellectual Property Collateral and to consummate the transactions contemplated by this Section 2.

The Lender and Obligors acknowledge and agree that while the grant of a security interest set forth above shall encompass all registered and non-registered Intellectual Property Collateral, the Exhibits attached hereto shall only list the Trademarks, Patents and Copyrights owned by each Obligor registered with the United States Patent and Trademark Office and the United States Copyright Office, as applicable. Upon Lender's request, in its commercially reasonable discretion, Obligors shall provide a detailed list of all non-registered Intellectual Property and do any and all acts and execute any and all instruments, documents and agreements reasonably required by Lender to further evidence or perfect Lender's security interest in the non-registered Intellectual Property Collateral.

3. Restrictions on Future Agreements.

A. Obligors agree that until the Obligations shall have been paid in full in cash (other than contingent obligations for which no claim has been asserted) and the Loan Documents have been terminated, Obligors will not, without Lender's prior written consent, enter into any document, instrument or agreement which is inconsistent with Obligors' obligations under this Agreement. Obligors further agree that they will not take any action, or permit any action to be taken by others subject to their control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Lender under this Agreement. Notwithstanding the foregoing provisions of this Section 3.A. and provided no Event of Default then exists, Obligors may license or sublicense on an exclusive or non-exclusive basis to unaffiliated third parties any Intellectual Property Collateral in the ordinary course of business on an arm's length basis to the extent such license or sublicense shall not materially and adversely interfere with the Obligors' business, operations or value.

B. Each Obligor hereby represents and warrants to Lender that other than exclusive or non-exclusive licensing of the Intellectual Property Collateral permitted in Section 3.A. above, such Obligor has not granted any license or security interest to any Person other than Lender in connection with any of the Intellectual Property Collateral. Except as permitted in Section 3.A., each Obligor hereby covenants unto Lender that until the Obligations shall have been indefeasibly paid and satisfied in full (other than contingent obligations for which no claim has been asserted) and the Loan Documents have been terminated, such Obligor shall not grant any license or security interest to any third party in connection with the Intellectual Property Collateral without Lender's prior written consent.

4. **New Trademarks, Patents, Copyrights and Licenses.** Each Obligor represents and warrants that the Trademarks, Patents, Copyrights and Licenses listed on Exhibits "A", "B", and "C" respectively constitute all of the trademarks, trademark registrations, registered patents, patent registrations, registered copyrights, and applications therefor now owned by such Obligor registered with the United States Patent and Trademark Office and the United States Copyright Office, as applicable. If, prior to payment of the Obligations in full (other than contingent obligations for which no claim has been asserted), such Obligor shall (i) obtain rights to any new Intellectual Property registered with the United States Patent and Trademark Office or the United States Copyright Office, or (ii) become entitled to the benefit of any Intellectual Property registered with the United States Patent and Trademark Office or the United States Copyright Office, the provisions of Section 2 above shall automatically apply thereto and such Obligor shall provide Lender with immediate notice thereof. Obligor hereby authorize Lender to modify this Agreement by amending Exhibits "A", "B", and "C" to include any future Intellectual Property registered with the United States Patent and Trademark Office or the United States Copyright Office.

5. **Royalties; Terms.** Each Obligor hereby agrees that the use by Lender of all Intellectual Property Collateral after an Event of Default as described above shall be without any liability for royalties or other related charges from Lender to Obligor. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, Patents, Copyrights and Licenses assigned hereunder, or (ii) the payment to Lender of the Obligations in full (other than contingent obligations for which no claim has been asserted) and the termination of the Loan Documents.

6. **Lender's Right to Inspect.** Lender shall have the right to inspect Obligor's premises and to examine Obligor's books, records and operations as set forth in the Loan Agreement. Upon the occurrence and during the continuation of an Event of Default, Obligor agrees that Lender shall have the right to establish such additional product quality controls as Lender, in its sole discretion, may deem necessary to assure maintenance of the quality of products sold by Obligor under the Trademarks, Patents, Copyrights or Licenses. Each Obligor agrees (i) not to sell or assign its interest in, or grant any licenses under, the Trademarks, Patents, Copyrights or Licenses; (ii) to maintain the quality of any and all products produced in connection with the Intellectual Property Collateral consistent with the quality of said products as of the date hereof; and (iii) not to adversely change or alter the quality of said products without Lender's prior written consent except where such changes or alterations are deemed warranted by such Obligor in its commercially reasonable business discretion. Notwithstanding the foregoing provisions of this Section 6 and provided no Event of Default then exists, Obligor may license or sublicense on an exclusive or non-exclusive basis to unaffiliated third parties any Intellectual Property Collateral in the ordinary course of business on an arm's length basis to the extent such license or sublicense shall not materially and adversely interfere with the Obligor's business, operations or value.

7. **Nature and Termination of Lender's Security Interest.** This Agreement is made for collateral purposes only. Except as otherwise provided in Sections 3, 6 and 13 hereof, nothing contained herein shall be deemed to limit in any way Obligor's right to use the Trademarks, Patents, Copyrights or Licenses or to grant to Lender any right to use the Trademarks, Patents, Copyrights or Licenses prior to an Event of Default.

8. **Duties of Obligor.** Obligor shall have the duty (i) to prosecute diligently any trademark, patent and copyright registration pending as of the date hereof or at any time hereafter, until the Obligations shall have been paid in full (other than contingent obligations for which no claim has been asserted), (ii) to make applications for trademarks, patents and copyrights, as appropriate and consistent with past business practices, and (iii) to preserve and maintain all Intellectual Property Collateral. Any expenses incurred in connection with such applications shall be borne by Obligor. Obligor shall not abandon any Intellectual Property Collateral without the consent of Lender unless Obligor have determined, in their commercially reasonable discretion, that such Intellectual Property Collateral is no longer useful or beneficial for the operation of Obligor's business.

9. **Lender's Right to Sue.** Upon the occurrence and during the continuation of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name or in the name of an Obligor to enforce the Trademarks, Patents, Copyrights and Licenses. If Lender shall commence any such suit, Obligor shall, at the request of Lender, do any and all acts and execute any and all instruments, documents and agreements required by Lender to enforce such Intellectual Property Collateral, and Obligor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights and remedies under this Section 9.

10. **Waivers.** Lender's failure at any time or times hereafter to require strict performance by Obligor of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an Event of Default shall not suspend, waive or affect any other Event of Default, whether same is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, warranties, covenants and representations of Obligor contained in this Agreement and no Event of Default by Obligor shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is in writing signed by officers of Lender and directed to Obligor specifying such suspension or waiver.

11. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by the parties hereto.

13. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Lender's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby, by the Loan Documents, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Obligor hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as such Obligor's true and lawful attorney-in-fact, with power, upon the occurrence and during the continuation of an Event of Default and commencement by Lender of any of its rights and remedies whatsoever, whether pursuant to this Agreement, the Loan Documents, at law, in equity or otherwise, to (a) endorse such Obligor's name on all applications, documents, papers and instruments necessary or desirable for Lender in connection with selling the Intellectual Property Collateral, (b) take any other actions with respect to the Intellectual Property Collateral as Lender decides in its sole and absolute discretion, (c) assign, pledge, sell, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to any person or entity as Lender may determine in its discretion, and (d) grant or issue any non-exclusive license under the Intellectual Property Collateral, to any person or entity. Each Obligor agrees to indemnify Lender for any infringement claims or other similar claims filed or asserted against Lender from the use of any of the Intellectual Property Collateral. Obligor hereby ratify all actions that attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and all financing arrangements between Obligor or any Obligor and Lender have been terminated. Obligor acknowledge and agree that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Documents, at law or in equity, but rather is in addition to and intended to facilitate the exercise of such rights and remedies.

14. **Binding Effect; Benefits.** This Agreement shall be binding upon Obligor and their respective successors and assigns, and shall inure to the benefit of Lender, its nominees, successors and assigns.

15. **Notice.** Any and all notices, exercises, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be delivered to the parties hereto at their addresses set forth in the Loan Agreement and shall be effective as set forth in the Loan Agreement.

16. **Governing Law.** This Agreement shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Illinois.

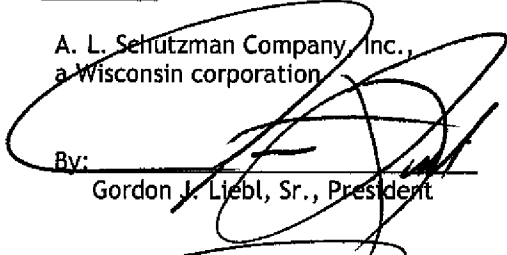
17. **Joint and Several.** All references to "Obligor" and "Obligor" shall mean Borrowers, ALG, Purenut and Devon's Chocolates, both individually and collectively, and jointly and severally, and all representations, warranties, duties, covenants, agreements and obligations of Obligor shall be the individual and collective representations, warranties, duties, covenants, agreements and obligations of each of Borrowers, ALG, Purenut and Devon's Chocolates.

[signature page follows]

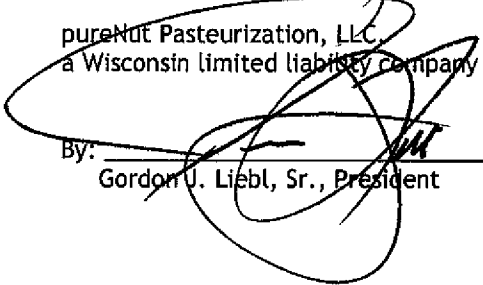
IN WITNESS WHEREOF, each Obligor's duly authorized officer has executed this Agreement as of the date first set forth above.

OBLIGORS

A. L. Schutzman Company, Inc.,
a Wisconsin corporation

By: 
Gordon J. Liebl, Sr., President

pureNut Pasteurization, LLC,
a Wisconsin limited liability company

By: 
Gordon J. Liebl, Sr., President

A.L. Schutzman Global, Inc.,
a Wisconsin corporation

By: 
Gordon J. Liebl, Sr., President

Devon's Chocolates, LLC,
a Wisconsin limited liability company

By: 
Gordon J. Liebl, Sr., Manager

Signature Page to Intellectual Property Security Agreement

ACCEPTANCE

The undersigned, CIBC Bank USA, as Lender, accepts the foregoing collateral assignment of Intellectual Property.

CIBC BANK USA

By: 

Todd Bernier, Managing Director

Signature Page to Intellectual Property Security Agreement

EXHIBIT A

TRADEMARKS AND TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Appl. No. / Reg. No.</u>	<u>Filing Date / Registration Date</u>
ALSC	ASHDON FARMS	Canada	TMA413709	18-Jun-1993
ALSC		United States of America	1,616,891	09-Oct-1990
ALSC	GK SELECT	United States of America	2,925,119	08-Feb-2005
ALSC	GK SNACKS	United States of America	3,828,672	03-Aug-2010
ALSC	GOLDEN KERNEL	Canada	444874	07-Jul-1995
ALSC	GOLDEN KERNEL STADIUM PEANUTS	United States of America	1,926,593	10-Oct-1995
ALSC		United States of America	2,065,362	27-May-1997
ALSC	ISLAND FRUIT MIX	United States of America	1,947,471	09-Jan-1996
ALSC	MALLORY'S FINEST	United States of America	1,941,444	12-Dec-1995
ALSC	POP O POP	United States of America	3,868,082	26-Oct-2010
ALSC	SAVANNA ORCHARDS	United States of America	3,738,145	12-Jan-2010
ALSC	SNACK DEPOT	United States of America	1,997,359	27-Aug-1996
ALSC	THE SNACK DEPOT	United States of America	1,920,589	19-Sept-1995
ALSC	ASHLEY HILL ACRES	United States of America	5,576,143	02-Oct-2018
ALSC	ASHLEY HILL ACRES	China (People's Republic)	30646400	21-Feb-2019
ALSC	ASHLEY HILL ACRES	China (People's Republic)	30646399	21-Feb-2019
ALSC	ASHLEY HILL ACRES	China (People's Republic)	30646398	21-Feb-2019
ALSC	ASHLEY HILLS	United States of America	6,136,623	25-Aug-2020
ALSC	CLASSIC CRUNCH	United States of America	5,131,571	31-Jan-2017
ALSC	GK SELECT	China (People's Republic)	1297331	25-Mar-2016
ALSC	GK SELECT	Int'l Registration - Madrid Protocol Only	1297331	25-Mar-2016
ALSC	GK SNACKS	Int'l Registration - Madrid Protocol	1303394	25-Mar-2016

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Appl. No. / Reg. No.</u>	<u>Filing Date / Registration Date</u>
		Only		
ALSC	GOLDEN KERNEL	United States of America	5,130,223	24-Jan-2017
ALSC	GOLDEN KERNEL	Int'l Registration - Madrid Protocol Only	1303961	07-Apr-2016
ALSC	GOLDEN KERNEL SNACKS	Qatar	107644	03-May-2017
ALSC	GOLDEN VALU	United States of America	5,208,691	23-May-2017
ALSC	GOLDEN VALU	Int'l Registration - Madrid Protocol Only	1344219	26-Jan-2017
ALSC	GOLDEN VALU	Japan	1344219	26-Jan-2017
ALSC	GOLDEN VALU	Korea, Republic of	1344219	26-Jan-2017
ALSC	GOLDEN VALU	Singapore	1344219	26-Jan-2017
ALSC	GOLDEN VALU	Vietnam	1344219	26-Jan-2017
ALSC	SAVANNA	China (People's Republic)	19020652	28-Jul-2018
ALSC	SAVANNA ORCHARDS	Canada	TMA1,039,718	10-Jul-2019
ALSC	SAVANNA ORCHARDS	European Union (Community)	1279518	06-Aug-2015
ALSC	SAVANNA ORCHARDS	Int'l Registration - Madrid Protocol Only	1279518	06-Aug-2015
ALSC	SAVANNA ORCHARDS	Japan	1279518	06-Aug-2015
ALSC	SAVANNA ORCHARDS	Taiwan	1957090	01-Dec-2018
ALSC	SAVANNA ORCHARDS	Hong Kong	304519116	18-Oct-2018
ALSC	SAVANNA ORCHARDS	Macau	N/137984	29-Oct-2018
ALSC	SAVANNA ORCHARDS	China (People's Republic)	30715247	14-May-2019
ALSC	SAVANNA ORCHARDS	Macau	N/137985	29-Oct-2018
ALSC	SAVANNA ORCHARDS	Macau	N/137986	29-Oct-2018
ALSC	SAVANNA ORCHARDS	China (People's Republic)	30715246	21-Aug-2019
ALSC	SCHUTZEE'S	United States of America	88/365,256	01-Apr-2019
ALSC	BROOKFIELD FARMS	United States of America	88/846,791	25-Mar-2020
ALSC	ELMBROOK FARMS	United States of America	88/808,475	24-Feb-2020
ALSC	ELMBROOK FARMS	United States of America	88/808,383	24-Feb-2020
Devon's	BLUEBERRY LEMON JUBILEE	United States of America	4,979,150	14-Jun-2016
Devon's	BLUEBERRY LEMON MERENGUE	United States of America	3,870,419	02-Nov-2010
Devon's	CHERRY VANILLA VA-VOOM	United States of America	3,870,417	02-Nov-2010
Devon's	CLUSTER D'LITES	United States of America	4,625,988	21-Oct-2014
Devon's	CRANBERRY ORANGO TANGO	United States of America	3,870,418	02-Nov-2010
Devon's	DEVON'S	United States of America	4,625,991	21-Oct-2014

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Appl. No. / Reg. No.</u>	<u>Filing Date / Registration Date</u>
Devon's	DEV'S D'LITES	United States of America	5,005,009	19-Jul-2016
Devon's	DISTINCTIVE D'LITES	United States of America	4,625,990	21-Oct-2014
Devon's	INNOCENTLY ADDICTIVE	United States of America	4,067,184	06-Dec-2011
Devon's	MINI D'LITES	United States of America	5,800,852	09-Jul-2019
Devon's	NUTORIOUS	United States of America	3,212,801	27-Feb-2007
Devon's	NUTORIOUS	Norway	287069	12-May-2016
Devon's	NUTORIOUS	United States of America	5,301,088	03-Oct-2017
Devon's	NUTORIOUS	Int'l Registration - Madrid Protocol Only	1369838	07-Jul-2017
Devon's	NUTORIOUS	Japan	1369838	07-Jul-2017
Devon's	NUTORIOUS	Taiwan	01895493	01-Feb-2018
Devon's	OOO LA LA ORIGINAL	United States of America	3,549,747	23-Dec-2008
Devon's	PUMPKIN PALOOZA	United States of America	3,870,711	02-Nov-2010
Devon's	SELECT D'LITES	United States of America	4,625,989	21-Oct-2014
Devon's	DEVON'S RESERVE	United States of America	(88/339,441)	(3/14/2019)
Devon's	MAGIC MUNCH	United States of America	(88/376,966)	(4/9/2019)
Devon's	RESERVE D'LITES	United States of America	(88/339,440)	(3/14/2019)
Devon's	NUTORIOUS	China	(38219125)	(5/16/2019)

EXHIBIT B

PATENTS AND PATENT REGISTRATIONS

None.

EXHIBIT C

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None.