

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613590

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Perfection Bakeries, Inc.		11/30/2020	Corporation: INDIANA
Perfection Distribution LLC		11/30/2020	Limited Liability Company: INDIANA
Perfection Associates LLC		11/30/2020	Limited Liability Company: INDIANA
First Capital Acceptance Corp.		11/30/2020	Corporation: INDIANA

RECEIVING PARTY DATA

Name:	TCF National Bank
Street Address:	2301 W. Big Beaver Rd.
Internal Address:	Suite 525
City:	Troy
State/Country:	MICHIGAN
Postal Code:	48084
Entity Type:	National Banking Association: MICHIGAN

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	5444821	AMELIA'S
Registration Number:	1998181	AUNT MILLIE'S
Registration Number:	4210055	AUNT MILLIE'S BAKEHOUSE
Registration Number:	3756110	AUNT MILLIE'S SLIMWICHES
Registration Number:	4953967	AUNT MILLIE'S STADIUM BUNS
Registration Number:	4814981	BEST GRAINS
Serial Number:	88826758	CARB SMART
Registration Number:	3791485	COUNTY MILLS
Registration Number:	4376619	FIBER FOR LIFE
Registration Number:	5367896	FRESH & SOFT
Registration Number:	5890656	FRESHER THAN FRESH
Registration Number:	4470280	GOLDEN ROCKETS
Registration Number:	4243553	GRAIN TRAIN
Registration Number:	4075969	HEALTHY GOODNESS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3372313	HONEST TO GOODNESS
Registration Number:	4512276	KLEEN MAID
Registration Number:	0551341	KOEPPLINGER'S
Registration Number:	3283642	KOEPPLINGER'S RECIPE
Registration Number:	3288784	K R
Serial Number:	88697697	LIVE ORGANIC
Registration Number:	5776557	LIVING GRAINS FOR LOVING LIFE
Registration Number:	5807687	LOVE. SPROUT. LIVE.
Registration Number:	3648653	MARISA'S
Registration Number:	5425259	NATIVE GRAINS
Registration Number:	1640696	PERFECTION
Registration Number:	4075971	PERFECTION DELI
Registration Number:	4502864	SNACK PLANET
Registration Number:	3937979	SOFT N' GOOD
Registration Number:	0802792	STAFF O'LIFE
Registration Number:	4149362	SUCH CRUST
Registration Number:	4781694	TAILGATE INVASION
Registration Number:	4430326	THE BEST SNACKS IN THE UNIVERSE
Registration Number:	5425170	TRAVELING CHEF
Registration Number:	4781696	UPGRADE YOUR BUNS
Registration Number:	3748810	WE BAKE MEMORIES
Registration Number:	3901093	WE LOVE TO BAKE
Registration Number:	1691811	
Registration Number:	4114751	AUNT MILLIE'S
Registration Number:	4785983	BREADSENSE

CORRESPONDENCE DATA

Fax Number:

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: 313 2233009
Email: nlevine@dickinsonwright.com
Correspondent Name: Rachel L. Wolock, Dickinson Wright PLLC
Address Line 1: 500 Woodward Avenue
Address Line 2: suite 4000
Address Line 4: Detroit, MICHIGAN 48226

ATTORNEY DOCKET NUMBER:	092632-00002
NAME OF SUBMITTER:	Rachel Wolock
SIGNATURE:	/Rachel Wolock/

DATE SIGNED:

12/10/2020

Total Attachments: 15

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Security Agreement") dated as of November 30, 2020, is made by **Perfection Bakeries, Inc.**, an Indiana corporation ("Perfection Bakeries"), **Perfection Distribution LLC**, an Indiana limited liability company ("Perfection Distribution"), **Perfection Associates LLC**, an Indiana limited liability company ("Perfection Associates"), and **First Capital Acceptance Corp.**, an Indiana corporation ("First Capital") (Perfection Bakeries, Perfection Distribution, Perfection Associates, First Capital, and together with any other Persons who become a party to the Credit Agreement (defined below) as a borrower, each a "Debtor" and collectively, "Debtors"), in favor of TCF National Bank (the "Secured Party").

WITNESSETH:

WHEREAS, the Debtors and Secured Party have entered into a Credit and Security Agreement dated of even date herewith (as further amended, supplemented, extended, restated or otherwise modified from time to time, including any agreement entered into in substitution therefor, the "Credit Agreement").

WHEREAS, under the terms of the Credit Agreement, the Debtors are required to grant to the Secured Party a security interest in and to the Collateral hereinafter described.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtors (intending to be legally bound) hereby agree as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Security Interest in Intellectual Property. To secure the prompt and complete satisfaction, payment and performance when due or declared due of all of the indebtedness, liabilities and obligations owing by Debtors or any other Borrower to Secured Party, including, without limitation, all of the "Obligations", as defined in the Credit Agreement (collectively, the "Obligations"), the Debtors hereby grant, assign and transfer to the Secured Party a first priority perfected security interest and lien with power of sale in and to any and all of each Debtor's right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property (collectively, the "Intellectual Property"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds 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, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents"); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names and tradestyles, brand names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a "Trademark" and, collectively, as the "Trademarks"), provided, however, that this Security Agreement shall not operate as a grant of security interest or other assignment to the Secured Party of any "intent to use" trademark applications filed under 15 U.S.C. 1051(b) or other applicable statute for which a statement of use has not been filed (but only until such statement is filed and accepted) and such "intent to use" trademark application shall be excluded from the Collateral so long as and only to the extent such grant would result in the forfeiture of any Debtor's rights in such "intent to use" trademark applications. When a statement of use is filed and accepted by the United States Patent and Trademark Office, then that application shall cease to be exempted from this Security Agreement; and

(iii) license agreements with respect to any of the Intellectual Property or any other patent, trademark, service mark or any application or registration thereof or any other trade name or tradestyle between any Debtor and any other party, whether any Debtor is a licensor or licensee under any such license agreement, but excluding Excluded Licenses (all of the foregoing license agreements and any Debtor's rights thereunder are referred to collectively as the "Licenses"); and

(iv) the goodwill of any Debtor's business connected with and symbolized by the Trademarks; and

(v) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"); and

(vi) all trade secrets, formulas, processes, devices, know-how, or compilations of information (including technical information and non-technical information such as customer lists and marketing plans), collectively referred to as trade secrets, which are not available to others and which are maintained as confidential by any Debtor, and the right to prevent misappropriation and unauthorized disclosures thereof and all rights corresponding thereto throughout the world (all of the foregoing trade secrets and associated rights are sometimes hereinafter individually and/or collectively referred to as the "Trade Secrets").

3. Representations and Warranties. Debtors hereby represent and warrant to Secured Party, which representations and warranties shall survive the execution and delivery of this Security Agreement, that as of the date hereof:

(i) To the best of each Debtor's knowledge, none of the Intellectual Property has been adjudged invalid or unenforceable nor has any such Intellectual Property been cancelled, in whole or in part, and each such Intellectual Property is presently subsisting;

(ii) Each of the Intellectual Property material to any Debtor's business is valid and enforceable, and each Debtor has adopted adequate precautions to protect its Trade Secrets from unauthorized or accidental disclosure;

(iii) Debtors are the sole and exclusive owners of the entire and unencumbered right, title and interest in and to the Intellectual Property (other than the Licenses with respect to which any Debtor is a licensee), free and clear of any liens, security interests, mortgages, charges and encumbrances, including, without limitation, licenses, consent-to-use agreements, shop rights and covenants by any Debtor not to sue third persons, except for any applicable Permitted Liens;

(iv) Debtors have adopted, used and are currently using all of the Trademarks, and to the best of each Debtor's knowledge, each Debtor's use thereof does not infringe the intellectual property rights of any person or entity;

(v) No Debtor has any notice or knowledge of any suits or actions commenced or threatened with reference to or in connection with any of the Intellectual Property;

(vi) Each Debtor has the unqualified right to execute and deliver this Security Agreement and perform its terms, this Security Agreement has been executed and delivered by a duly authorized officer of each Debtor, and this Security Agreement is a legally valid and binding obligation of each Debtor, enforceable against each Debtor in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditor's rights and remedies generally;

(vii) To the best of each Debtor's knowledge, no trademark opposition or cancellation proceedings have ever been filed with the United States Patent and Trademark Office against any of the Trademarks;

(viii) The Licenses are valid and binding agreements, enforceable in accordance with their terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency and similar laws from time to time in effect). To each Debtor's best knowledge, each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses; and

(ix) To the best knowledge of each Debtor, none of the Intellectual Property infringes upon the rights or property of any other person or entity or is currently being challenged in any way, and there are no pending or, to the knowledge of any Debtor, threatened claims, litigation, proceedings or other investigations regarding any of the Intellectual Property.

4. Restrictions on Future Agreements. Each Debtor agrees that until all Obligations are satisfied and indefeasibly paid in full, no Debtor may, without the prior written consent of Secured Party, sell, transfer, mortgage, convey, dispose, encumber or assign any or all of, or grant any license or sublicense under, the Intellectual Property, or enter into any other agreement with respect to the Intellectual Property (except for such action in the ordinary course of a Debtor's business), and each Debtor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including, without limitation, licensees or sublicensees, or fail to take any action, which would adversely affect the validity or enforcement of the rights provided or transferred to Secured Party under this Security Agreement.

5. New Intellectual Property. Each Debtor hereby represents and warrants to Secured Party that the Intellectual Property listed on Exhibits A, B, and C, respectively, constitute all of the Intellectual Property (except with respect to Trade Secrets and unregistered copyrights) now owned by any Debtor and material to any Debtor's business. If, before all Obligations are satisfied in full, any Debtor (i) becomes aware of any existing Intellectual Property of which any Debtor has not previously informed Secured Party, (ii) obtains rights to any new patentable inventions or other Intellectual Property, or (iii) becomes entitled to the benefit of any Intellectual Property which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and such Debtor must give to Secured Party prompt written notice thereof (except with respect to Trade Secrets and unregistered copyrights). Each Debtor hereby authorizes Secured Party to modify this Security Agreement by amending Exhibits A, B, and C, as applicable, to include any such Intellectual Property, and to file or refile this Security Agreement with the U.S Patent and Trademark Office and U.S. Copyright Office or Library of Congress (at Debtors' sole cost and expense). Upon Secured Party's reasonable request, each Debtor agrees to execute and deliver any and all documents and instruments necessary or advisable to record or preserve Secured Party's interest in all Intellectual Property added to Exhibits A, B, and C pursuant to this Section.

6. Royalties; Terms; Rights Upon Default. The term of this Security Agreement shall extend until the earlier of (i) the expiration of all of the respective Intellectual Property subject to the grant of security interest hereunder, and (ii) the indefeasible payment in full of all Obligations. Each Debtor agrees that upon the occurrence and during the continuance of a Default or an Event of Default, the use by Secured Party of all Intellectual Property shall be worldwide and as extensive as the rights of any Debtor to use such Intellectual Property, and without any liability for royalties or other related charges from Secured Party to any Debtor. Upon the occurrence and during the continuance of any Default or Event of Default, each Debtor hereby authorizes: (a) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all Patents to Secured Party as assignee of such Debtor's entire interest therein; (b) the Register of Copyrights, United States Copyright Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal for all of the Copyrights to Secured Party as assignee of such Debtor's entire interest therein; and (c) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries) to issue any and all certificates of registration or renewal for all of the Trademarks to Secured Party as assignee of such Debtor's entire interest therein and in the goodwill of such Debtor's business connected therewith and symbolized thereby.

7. Effect on Credit Agreement. Each Debtor acknowledges and agrees that this Security Agreement is intended to facilitate the exercise of rights and remedies under the Credit Agreement. Secured Party shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Credit Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Michigan.

8. Secured Party's Right to Inspect; Trademark Quality Control. Secured Party shall have the right, at any time and from time to time during normal business hours and before payment in full of all Obligations, to inspect any Debtor's premises and to examine any Debtor's books, records and operations, including, without limitation, any Debtor's quality control processes. Each Debtor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof and (ii) to provide Secured Party, upon Secured Party's reasonable request from time to time, with a certificate of an officer of any Debtor certifying, on behalf of such Debtor, such Debtor's compliance with the

foregoing. Upon the occurrence and during the continuance of a Default or an Event of Default, each Debtor agrees that Secured Party, or a conservator appointed by Secured Party, shall have the right to establish such additional product quality controls as Secured Party, or said conservator, in its sole but reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by any Debtor under the Trademarks. The foregoing notwithstanding, unless and until a Default or an Event of Default shall have occurred, Secured Party agrees to hold confidential and not disclose or use any non-public information regarding any Patent, Trademark or License unless such disclosure is required by applicable law or court order. This obligation shall survive the termination of this Agreement, the release of the security interest herein and such reassignment of the Intellectual Property, as applicable, unless such termination is due to a Default or an Event of Default.

9. Release of Security Agreement. Upon the payment and performance in full of the Obligations, this Security Agreement shall terminate, and Secured Party shall execute and deliver any document reasonably requested by Debtors, at Debtors' sole cost and expense, as shall be necessary to evidence termination of the security interest granted by Debtors to Secured Party hereunder.

10. Expenses. All costs and expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Debtors. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' and paralegals' fees and legal expenses, incurred by Secured Party in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Intellectual Property, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property, shall be borne by and paid by Debtors on demand by Secured Party and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the default rate (as set forth in the Credit Agreement).

11. Duties of Each Debtor. Each Debtor shall have the duty to the extent commercially reasonable and in each Debtor's good faith business judgment: (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter until all Obligations shall have been paid in full, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, (iii) to preserve and maintain all rights in the Intellectual Property (including, but not limited to, with respect to Trademarks, the filing of affidavits of use and, incontestability, where applicable, under §§8 and 15 of the Lanham Act (15 U.S.C. § 1058, 1065) and renewals and, to the extent commercially reasonable, initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who seriously threaten the validity or rights of any Debtor in its Trademarks), and (iv) to ensure that the Intellectual Property is and remains enforceable. Any and all costs and expenses incurred in connection with any Debtor's obligations under this Section 11 shall be borne by Debtors. No Debtor may knowingly and unreasonably abandon any right to file a patent, trademark or service mark application, or abandon any pending patent application, or any other Intellectual Property, without the prior written consent of Secured Party except for Intellectual Property that such Debtor determines, in the exercise of its good faith business judgment, is not or is no longer material to its business.

12. Secured Party's Right to Sue. Upon the occurrence and during the continuance of a Default or an Event of Default, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property, and, if Secured Party shall commence any such suit, Debtors shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents and instruments reasonably required by Secured Party in aid of such

enforcement and Debtors must promptly, upon demand, reimburse and indemnify Secured Party for all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by Secured Party in the exercise of its rights under this Section 12.

13. Waivers. No course of dealing between any Debtor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Credit Agreement operates as a waiver thereof; nor does any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Security Agreement are severable, and if any clause or provision is held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability only affects such clause or provision, or part thereof, in such jurisdiction, and does not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

15. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney. All of Secured Party's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Debtor hereby authorizes Secured Party upon the occurrence and during the continuance of a Default or an Event of Default, to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its sole discretion, as each Debtor's true and lawful attorney-in-fact, with power to (i) endorse each Debtor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party in the use of the Intellectual Property, or (ii) take any other actions with respect to the Intellectual Property as Secured Party deems to be in the best interest of Secured Party, or (iii) grant or issue any exclusive or non-exclusive license under the Intellectual Property to any person or entity, or (iv) assign, pledge, sell, convey or otherwise transfer title in or dispose of any of the Intellectual Property to any person or entity. Each Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney being coupled with an interest shall be irrevocable until all Obligations shall have been paid in full.

17. Indemnification. Each Debtor hereby agrees to and shall defend, indemnify, save, and hold Secured Party and its officers, directors, employees, affiliates and agents harmless from and against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any person or entity arising out of or relating to this Security Agreement or the transactions contemplated hereby, and (b) all costs, expenses, charges, penalties, damages, and losses (including, without limitation, reasonable attorneys' fees and out-of-pocket costs and expenses) in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following, or consequential to this Security Agreement or the transactions contemplated hereby, except for any demands, claims, liabilities and losses suffered or incurred by Secured Party because of its willful misconduct or gross negligence. The indemnification obligations of each Debtor provided hereby shall survive the termination of this Security Agreement and the Credit Agreement.

18. Binding Effect; Benefits. This Security Agreement shall be binding upon each Debtor and its respective successors and permitted assigns, and shall inure to the benefit of Secured Party and Lenders, their successors, nominees and assigns; provided, however, no Debtor may assign this

Security Agreement or any of such Debtor's obligations hereunder without the prior written consent of Secured Party.

19. Governing Law. This Security Agreement, and all matters arising from this Security Agreement, shall be governed by, enforced and construed in accordance with, federal law and, to the extent not preempted by federal law, by the substantive law of the state of Michigan.

20. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Security Agreement may be signed in one or more counterparts, but all of such counterparts shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

21. Further Assurances. Each Debtor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Secured Party shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein. Each Debtor acknowledges that a copy of this Security Agreement will be filed by the Secured Party with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of the Debtors.

22. Survival of Representations. All representations and warranties of each Debtor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

23. Foreign Patents, Copyrights and Trademarks. Upon the request of Secured Party at any time or from time to time, and at the sole cost and expense (including, without limitation, reasonable attorneys' fees) of Debtors, each Debtor must take all actions and execute and deliver any and all instruments, agreements, assignments, certificates and/or documents, reasonably required by Secured Party to collaterally assign any and all of each Debtor's foreign patent, copyright and trademark registrations and applications now owned or hereafter acquired to and in favor of Secured Party. Upon the execution and delivery of any such collateral assignments or documents, the terms "Patents", "Copyrights", and "Trademarks" as used herein shall automatically be deemed amended to include such foreign patent, copyright and trademark registrations and applications without any action required by any person or entity.

24. Venue: Jury Trial Waiver. (a) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN ANY STATE OR FEDERAL COURT LOCATED IN THE STATE OF MICHIGAN OR, AT THE SOLE OPTION OF SECURED PARTY, IN ANY OTHER COURT IN WHICH SECURED PARTY SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY.

(b) TO THE FULLEST EXTENT PERMITTED BY LAW, AND AS SEPARATELY BARGAINED FOR CONSIDERATION TO SECURED PARTY, EACH DEBTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY (WHICH SECURED PARTY ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR OTHERWISE RELATING TO THIS SECURITY AGREEMENT. EACH DEBTOR HEREBY EXPRESSLY ACKNOWLEDGES THE INCLUSION OF THIS JURY TRIAL WAIVER AND ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL REGARDING ITS MEANING.

[Signature Page Follows]

IN WITNESS WHEREOF, Debtors have duly executed this Intellectual Property Security Agreement in favor of Secured Party, as of the date first written above.

PERFECTION BAKERIES, INC.,
an Indiana corporation

PERFECTION DISTRIBUTION LLC,
an Indiana limited liability company

PERFECTION ASSOCIATES LLC,
an Indiana limited liability company

By: Judy Bobilya-Fether
Name: Judy Bobilya-Fether
Title: Chief Financial Officer of each entity

FIRST CAPITAL ACCEPTANCE CORP.,
an Indiana corporation

By: Judy Bobilya-Fether
Name: Judy Bobilya-Fether
Title: President


SIGNATURE PAGE TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 007128 FRAME: 0798

Agreed and Accepted

as of November 30, 2020

TCF NATIONAL BANK

By: 
Ben Pugliesi, Senior Vice President

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 007128 FRAME: 0799

EXHIBIT A

PATENTS

A. Issued Patents

None

B. Patent Applications

None

EXHIBIT A

EXHIBIT B

TRADEMARKS

Excluded Assets (intent-to-use Trademarks)

Mark	Trademark Application Number
LIVE CARB SMART	88947437
LIVE LIGHT	90075557
AUNT MILLIE'S POWER LOAF	90248207
LIVE SPROUT LOUD	90244408

Trademarks

Mark	Trademark Application Number	Trademark Registration Number	Date of Registration
AMELIA'S	87413275	5,444,821	4/10/2018
AUNT MILLIE'S	74710831	1,998,181	9/3/1996
AUNT MILLIE'S BAKEHOUSE	85566391	4,210,055	9/18/2012
AUNT MILLIE'S SLIMWICHES	77753793	3,756,110	3/2/2010
AUNT MILLIE'S STADIUM BUNS	86582358	4,953,967	5/10/2016
BEST GRAINS	86264064	4,814,981	9/15/2015
CARB SMART	88826758		

EXHIBIT B

COUNTY MILLS	77783393	3,791,485	5/18/2010
FIBER FOR LIFE	85870570	4,376,619	7/30/2013
FRESH & SOFT	87253639	5,367,896	1/2/2018
FRESHER THAN FRESH	88389467	5,890,656	10/22/2019
GOLDEN ROCKETS	85954849	4,470,280	1/21/2014
GRAIN TRAIN	85525630	4,243,553	11/13/2012
HEALTHY GOODNESS	85095881	4,075,969	12/27/2011
HONEST TO GOODNESS	77183287	3,372,313	1/22/2008
KLEEN MAID	85858894	4,512,276	4/8/2014
KOEPPLINGER'S	71607255	551,341	11/27/1951
KOEPPLINGER'S RECIPE	78657135	3,283,642	8/21/2007
K R	78657140	3,288,784	9/4/2007
LIVE ORGANIC	88697697		
LIVING GRAINS FOR LOVING LIFE	87726084	5,776,557	6/11/2019
LOVE. SPROUT. LIVE	87725881	5,807,687	7/16/2019
MARISA'S	77507737	3,648,653	6/30/2009
NATIVE GRAINS	87508376	5,425,259	3/13/2018
PERFECTION	74058957	1,640,696	4/9/1991
PERFECTION DELI	85097760	4,075,971	12/27/2011
SNACK PLANET	85805788	4,502,864	3/25/2014
SOFT N' GOOD	85098862	3,937,979	3/29/2011
STAFF O'LIFE	72167278	802,792	1/25/1966
SUCH CRUST	85417315	4,149,362	5/29/2012
TAILGATE INVASION	86472229	4,781,694	7/28/2015
THE BEST SNACKS IN THE UNIVERSE	85954948	4,430,326	11/5/2013
TRAVELING CHEF	87468050	5,425,170	3/13/2018
UPGRADE YOUR BUNS	86472234	4,781,696	7/28/2015
WE BAKE MEMORIES	77726738	3,748,810	2/16/2010
WE LOVE TO BAKE	77584793	3,901,093	1/4/2011
Woman Holding Bread	74172844	1,691,811	6/9/1992

EXHIBIT B

Service Marks

Service Mark	Registration Jurisdiction	Registration Number	Registration date
AUNT MILLIE'S	US	4,114,751	3/20/2012
BREADSENSE	US	4,785,983	8/4/2015

Trade Names/Brand Names/Assumed Names/DBAs

Aunt Millie's

Aunt Millie's Bakeries

EXHIBIT C

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None

EXHIBIT C