

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619255

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Security Agreement
RESUBMIT DOCUMENT ID:	900582749

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GLK Foods, LLC		11/30/2020	Limited Liability Company: WISCONSIN

RECEIVING PARTY DATA

Name:	BMO Harris Bank N.A., as Administrative Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	5086743	OH SNAP!
Registration Number:	5099512	KRRRRISP
Registration Number:	5186121	
Registration Number:	5390784	HOTTIE BITES
Registration Number:	5390783	DILLY BITES
Registration Number:	6020307	SINCE 1900 SILVER FLOSS
Registration Number:	6162528	FLANAGAN
Serial Number:	88834098	SASSY BITES
Serial Number:	88844555	PATCH
Serial Number:	90069317	SINCE 1900 FLANAGAN
Serial Number:	90130226	PRETTY PEAS

CORRESPONDENCE DATA

Fax Number: 8888295817

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: 3122883586

Email: john.cunningham@wolterskluwer.com

Correspondent Name: Nancy Helm Brown

TRADEMARK

Address Line 1: 2929 Allen Pkwy
Address Line 2: Suite 3300
Address Line 4: Houston, TEXAS 77019

NAME OF SUBMITTER: Gregory T. Pealer

SIGNATURE: /Gregory T. Pealer/

DATE SIGNED: 01/08/2021

Total Attachments: 6

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TRADEMARK COLLATERAL AGREEMENT

This 30th day of November, 2020, GLK Foods, LLC, a Wisconsin limited liability company (“*Debtor*”) with its principal place of business and mailing address at 3912 N. Lightning Drive, Appleton, Wisconsin 54913, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants under the terms of the Security Agreement referred to below, to BMO Harris Bank N.A., a national banking association (“*Harris*”), with its mailing address at 111 West Monroe, Chicago, IL 60603 acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Harris acting as such administrative agent and any successor(s) or assign(s) to Harris acting in such capacity being hereinafter referred to as the “*Agent*”) and grants to the Agent for the benefit of the Secured Creditors, a continuing 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 any claim 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 payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated August 31, 2012 between Debtor and Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Nothing in this Trademark Collateral Agreement shall operate as a sale, transfer, conveyance or other assignment to Agent of the ownership of any of the properties identified on Schedule A hereto, unless and until such sale, transfer, conveyance or other assignment occurs under the terms of the Security Agreement or by operation of law.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent 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*”), but rather, if and so long as Debtor’s Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

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

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement 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 New York 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.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

GLK FOODS, LLC

By 

Name

Title

Ryan M. Adams

President

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

BMO Harris Bank N.A., as Agent

By _____

Name _____

Title _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

GLK FOODS, LLC

By _____
Name _____
Title _____

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


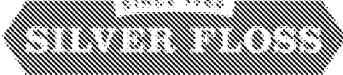
BMO Harris Bank N.A., as Agent

By Betzaida Erdelyi
Name: Betzaida Erdelyi
Its: Managing Director


**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

Mark	Filing Date	Application No.	Registration Date	Registration No.
OH SNAP!	13-May-2016	87/036,750	22-Nov-2016	5,086,743
KRRRRISP	13-Apr-2016	86/974,064	13-Dec-2016	5,099,512
	13-Sep-2016	87/169,807	18-Apr-2017	5,186,121
HOTTIE BITES	22-Jun-2017	87/500,895	30-Jan-2018	5,390,784
DILLY BITES	22-Jun-2017	87/500,875	30-Jan-2018	5,390,783
	21-Mar-2019	88/350,733	24-Mar-2020	6,020,307
FLANAGAN	11-Feb-2020	88/793,227	29-Sep-2020	6,162,528

PENDING FEDERAL TRADEMARK APPLICATIONS

Mark	Filing Date	Application No.
SASSY BITES	13-Mar-2020	88/834,098
PATCH	23-Mar-2020	88/844,555
	23-Jul-2020	90/069,317
PRETTY PEAS	21-Aug-2020	90/130,226