

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617782

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brothers International Food, LLC		12/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	First Merchants Bank, as Lender		
Street Address:	10333 North Meridian Street		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46290		
Entity Type:	a State Banking Institution: INDIANA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4994560	AUTHENTICA	
Registration Number:	4994561	AUTHENTICA	
Registration Number:	4999659	AUTHENTICA SANGRIA	
Registration Number:	4573918	BERRY SANGRIA	
Registration Number:	3925271	BROTHERS ALL NATURAL	
Registration Number:	3431191	BROTHERS ALL NATURAL	
Registration Number:	5064183	FROM THE FARM	
Registration Number:	4177388	FRUIT CLUSTERS	
Registration Number:	2914664	LOST VINEYARDS	
Registration Number:	4156488	LOST VINEYARDS TREEHUGGER	
Registration Number:	3274611	THE ONE MOTHER NATURE WOULD EAT	
Registration Number:	5102138	TIKI TONGA SANGRIA	
Serial Number:	90033245	CITRUS SPIKES	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312.577.8034		
Email:	oscar.ruiz@katten.com		
TRADEMARK			

CH \$340.00 4994560

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 392074-00010

NAME OF SUBMITTER: Oscar Ruiz

SIGNATURE: /Oscar Ruiz/

DATE SIGNED: 12/31/2020

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated effective as of December 31, 2020, by **BROTHERS INTERNATIONAL FOOD, LLC**, a Delaware limited liability company, successor in interest to Brothers International Food, Corporation (the “Grantor”), in favor of **FIRST MERCHANTS BANK**, an Indiana state banking institution with a mailing address of 200 East Jackson Street, Muncie, Indiana 47305 and its successors and assigns (the “Lender”).

RECITALS

A. This Agreement made in connection with certain loans in the aggregate principal amount of Twenty Million Five Hundred Thousand and No/100 Dollars (\$20,500,000.00) (collectively, the “Loan”) made by Lender to Grantor and pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, **BROTHERS INTERNATIONAL FOOD INTERMEDIATE, LLC**, a Delaware limited liability company (“Intermediate”), and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “Credit Agreement”) and evidenced by that certain Promissory Note (Term Loan) dated as of the date hereof made by Grantor and Intermediate to Lender in the principal amount of Twelve Million Five Hundred Thousand and No/100 Dollars (\$12,500,000.00), and that certain Promissory Note (Revolving Loan) dated as of the date hereof made by Grantor and Intermediate to Lender in the principal amount of Eight Million and No/100 Dollars (\$8,000,000.00), together with all extensions, renewals, replacements, restatements or modifications thereof being hereinafter referred to collectively, as the “Note”).

B. Grantor has entered into a Security Agreement dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “Collateral Agreement”) with Lender pursuant to which certain obligations of Grantor owed to Lender are secured, including without limitation the obligations with respect to the Credit Agreement as evidenced by the Note.

C. Pursuant to the terms of the Collateral Agreement, Grantor has granted to Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement, the Note and the Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to Lender a security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (the “Trademark Collateral”):

- (1) each trademark registration, trademark application, and trademark license referred to in **Schedule 1** annexed hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “Trademarks”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;
- (2) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

- (3) 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
- (4) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Collateral Agreement. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Lender's request. The Grantor further agrees to take any other action reasonably requested by the Lender to insure the attachment, perfection and first priority of, and the ability of the Lender to enforce, the Lender's security interest in any and all of the Collateral, including the Trademark Collateral.

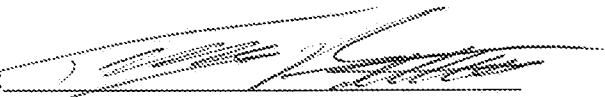
THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE - TRADEMARK SECURITY AGREEMENT]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer or other representative thereunto as of the date first set forth above.

**BROTHERS INTERNATIONAL FOOD,
LLC,**
a Delaware limited liability company


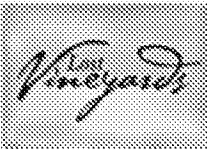
By: 
Name: Travis Betters
Title: President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT¹


Trademarks

Owner	Mark	Jurisdiction	Registration Number	Dated Issued	Status
Brothers International Food, LLC (as successor to Brothers International Food, Corporation)	AUTHENTICA	United States	4994560	July 5, 2016	Registered
Brothers International Food, LLC (as successor to Brothers International Food, Corporation)	AUTHENTICA and Design 	United States	4994561	July 5, 2016	Registered
Brothers International Food, LLC (as successor to Brothers International Food, Corporation)	AUTHENTICA SANGRIA and Design 	United States	4999659	July 12, 2016	Registered
Brothers International Food, LLC (as successor to Brothers International Food, Corporation)	BERRY SANGRIA	United States	4573918	July 22, 2014	Registered
Brothers International Food, LLC (as successor to Brothers International Food, Corporation)	BROTHERS ALL NATURAL	United States	3925271	March 1, 2011	Registered

¹ NTD: to be confirmed upon receipt of IP searches.

Owner	Mark	Jurisdiction	Registration Number	Dated Issued	Status
Food, Corporation)					
Brothers International Food, LLC (as successor to Brothers International Food, Corporation)	BROTHERS ALL NATURAL and Design 	United States	3431191	May 20, 2008	Registered
Brothers International Food, LLC (as successor to Brothers International Food, Corporation)	FROM THE FARM	United States	5064183	October 18, 2016	Registered
Brothers International Food, LLC (as successor to Brothers International Food, Corporation)	FRUIT CLUSTERS	United States	4177388	July 17, 2012	Registered
Brothers International Food, LLC (as successor to Brothers International Food, Corporation)	LOST VINEYARDS and Design 	United States	2914664	December 28, 2004	Registered
Brothers International Food, LLC (as successor to Brothers International Food, Corporation)	LOST VINEYARDS TREEHUGGER	United States	4156488	June 12, 2012	Registered
Brothers International Food, LLC (as successor to Brothers International	THE ONE MOTHER NATURE WOULD EAT	United States	3274611	August 7, 2007	Registered

Owner	Mark	Jurisdiction	Registration Number	Dated Issued	Status
Food, Corporation)					
Brothers International Food, LLC (as successor to Brothers International Food, Corporation)	TIKI TONGA SANGRIA	United States	5102138	December 13, 2016	Registered
Brothers International Food, LLC (as successor to Brothers International Food, Corporation)	BROTHERS ALL NATURAL and Design 	Canada	TMA950046	September 21, 2015	Registered
Brothers International Food, LLC (as successor to Brothers International Food, Corporation)	BROTHERS-ALL-NATURAL	Canada	TMA851635	May 24, 2013	Registered
Brothers International Food, LLC (as successor to Brothers International Food, Corporation)	BROTHERS ALL NATURAL and Design 	China	8068529	March 14, 2012	Registered
Brothers International Food, LLC (as successor to Brothers International Food, Corporation)	BROTHERS ALL NATURAL and Design 	China	8068528	March 14, 2012	Registered
Brothers International Food, LLC (as successor to Brothers International Food, Corporation)	BROTHERS ALL NATURAL and Design	China	18085704	September 7, 2017	Registered

Owner	Mark	Jurisdiction	Registration Number	Dated Issued	Status
Food, Corporation)					
Brothers International Food, LLC (as successor to Brothers International Food, Corporation)	BROTHERS-ALL-NATURAL	Mexico	1262838	January 25, 2012	Registered

Trademark Applications

Owner	Mark	Jurisdiction	Registration Number	Dated Issued	Status
Brothers International Food, LLC (as successor to Brothers International Food, Corporation)	CITRUS SPIKES	United States	SN: 90033245	Filed July 2, 2020	Published