

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM626682

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Amendment to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Enterprises, Inc.		02/16/2021	Corporation: IOWA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Agent		
Street Address:	1800 Century Park East		
Internal Address:	Suite 1100		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	90136134	ICESCREEN TRUCK	
Registration Number:	6223359	BOMB POP MIDDLES	
Registration Number:	6202330	NOT ONE THING	
Registration Number:	6049430	LOAD'D CONES	
Registration Number:	5933695	POLAR TREATS	
Registration Number:	5909774	PB MALLOW MANIA	
Registration Number:	5997617	TOTAL INDULGENCE IN JUST THE RIGHT SIZE	
Registration Number:	6164437	HALO TOP	
Registration Number:	6108191	HALO TOP	
Registration Number:	6024568	HALO TOP	
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:	3128637141		
Email:	kristen.lange@goldbergkohn.com		
Correspondent Name:	Kristen N. Lange, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 E. Monroe Street, Suite 3300		

OP \$265.00 90136134

Address Line 4: Chicago, ILLINOIS 60603	
ATTORNEY DOCKET NUMBER:	1989.341
NAME OF SUBMITTER:	Kristen N. Lange
SIGNATURE:	/kristenlange/
DATE SIGNED:	02/17/2021
Total Attachments: 5 source=3. IP Amendment#page1.tif source=3. IP Amendment#page2.tif source=3. IP Amendment#page3.tif source=3. IP Amendment#page4.tif source=3. IP Amendment#page5.tif	

Reference is made to the Lien Subordination and Intercreditor Agreement, dated as of March 29, 2018, among Wells Fargo Bank, National Association, as agent for the ABL Secured Parties referred to therein; Bank of Montreal, as Priority Collateral Agent (as defined in the Intercreditor Agreement); Wells Enterprises, Inc. ("Enterprises"); and the Subsidiaries of Enterprises named therein (the "Intercreditor Agreement"). Each Person that is secured hereunder, by accepting the benefits of the security provided hereby, (i) consents (or is deemed to consent), to the subordination of Liens provided for in the Intercreditor Agreement, (ii) agrees (or is deemed to agree) that it will be bound by, and will take no actions contrary to, the provisions of the Intercreditor Agreement, (iii) authorizes (or is deemed to authorize) the ABL Agent (as defined in the Intercreditor Agreement) on behalf of such Person to enter into, and perform under, the Intercreditor Agreement and (iv) acknowledges (or is deemed to acknowledge) that a copy of the Intercreditor Agreement was delivered, or made available, to such Person.

SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This Second Amendment to Trademark Security Agreement, dated as of February 16, 2021 (this "Amendment") is by and between **WELLS ENTERPRISES, INC.**, an Iowa corporation (the "Grantor") and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as agent for the Lender Group and the Bank Product Providers (together with its successors or assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, Grantor and Agent are parties to that certain Trademark Security Agreement, dated as of January 18, 2013 (as amended, restated, modified or supplemented from time to time, the "Trademark Security Agreement");

WHEREAS, Grantor and certain subsidiaries of Grantor party thereto (such subsidiaries, together with Grantor, are referred to hereinafter individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), Agent, Wells Fargo and BMO Capital Markets, as joint lead arrangers, and Wells Fargo and BMO Capital Markets, as joint book runners, entered into that certain Credit Agreement dated as of January 18, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms not otherwise defined herein having the definitions provided therefor in the Credit Agreement); and

WHEREAS, Grantors and Agent have agreed to amend the Trademark Security Agreement in the manner specifically set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment to the Trademark Security Agreement. Schedule I to the Trademark Security Agreement is hereby amended by supplementing Schedule I to the Trademark Security Agreement to include the information set forth on Schedule I attached hereto.

2. Miscellaneous.

(a) Captions. Section captions used in this Amendment are for convenience only, and shall not affect the construction of this Amendment.

(b) Counterparts. This Amendment is a Loan Document. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page to this Amendment by telecopier or electronic (.pdf) copy of an executed counterpart shall be as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

(c) CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS AMENDMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

(d) Intercreditor Agreement. Notwithstanding anything herein to the contrary, in the event of any conflict between any provision in this Amendment and any provision in the Intercreditor Agreement, such provision in the Intercreditor Agreement shall control.

* * * *

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment
as of the date first written above.

GRANTOR:

WELLS ENTERPRISES, INC., an Iowa corporation

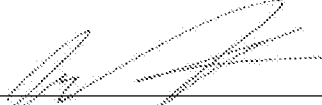
By 

Name: Jeremy Pinkerman

Title: Executive Vice President and Chief Financial
Officer

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent**

By: 

Name: Moses Harris

Title: Authorized Signatory

SCHEDULE I**SCHEDULE I****TRADEMARK APPLICATIONS/REGISTRATION**

Trademark	Serial/Reg. No.	Filing/Reg. date	Owner
ICESCREEN TRUCK	90/136134	08/25/20	Wells Enterprises, Inc.
BOMB POP MIDDLES	6223359	12/15/20	Wells Enterprises, Inc.
NOT ONE THING	6202330	11/17/20	Wells Enterprises, Inc.
LOAD'D CONES	6049430	05/05/20	Wells Enterprises, Inc.
POLAR TREATS	5933695	12/10/19	Wells Enterprises, Inc.
PB MALLOW MANIA	5909774	11/12/19	Wells Enterprises, Inc.
TOTAL INDULGENCE IN JUST THE RIGHT SIZE	5997617	02/25/20	Wells Enterprises, Inc.
HALO TOP	6164437	09/29/20	Wells Enterprises, Inc.
HALO TOP	6108191	07/21/20	Wells Enterprises, Inc.
HALO TOP	6024568	03/31/20	Wells Enterprises, Inc.