

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM637628

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	FIRST AMENDMENT AND SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Winona Foods, Inc		04/01/2021	Corporation: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center		
<b>City:</b>	PITTSBURGH		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88688630	PLANTINGS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>			
<b>Phone:</b>	2155695619		
<b>Email:</b>	pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye		
<b>Address Line 1:</b>	Blank Rome LLP, One Logan Square		
<b>Address Line 2:</b>	8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	074658-19096		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/		
<b>DATE SIGNED:</b>	04/07/2021		
<b>Total Attachments: 5</b>			
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**FIRST AMENDMENT AND SUPPLEMENT TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Supplement to Intellectual Property Security Agreement (“Supplement”), dated as of April 1, 2021, is by and among **WINONA FOODS, INC.**, a Wisconsin corporation (“Grantor”) and **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as agent for the Lenders (in each such capacity, “Agent”).

**BACKGROUND**

This Supplement is being delivered in connection with (i) that certain Revolving Credit, Term Loan and Security Agreement, dated as of November 6, 2019, by and among Grantor (and together with each Person joined to the Credit Agreement (as defined below) as a borrower from time to time, collectively, the “Borrowers”, and each a “Borrower”), **WINONA REALTY, LLC**, a Wisconsin limited liability company (“Realty”, and together with each Person joined to the Credit Agreement as a guarantor from time to time, collectively, the “Guarantors”, and each a “Guarantor”, and together with Borrowers, collectively the “Loan Parties” and each a “Loan Party”) the financial institutions which are now or which hereafter become a party to the Credit Agreement (collectively, the “Lenders” and each individually, a “Lender”) and Agent (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the “Credit Agreement”), and (ii) that certain Intellectual Property Security Agreement, dated as of November 6, 2019, by Grantor in favor of Agent (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the “IP Security Agreement”) and recorded at Reel 6790, Frame 0011 in the United States Patent and Trademark Office on November 6, 2019. Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the IP Security Agreement.

A. Pursuant to the Credit Agreement and the IP Security Agreement, Grantor granted to Agent, for the benefit of Lenders, a lien on and security interest in all of Grantor’s Copyrights, Trademarks, and Patents.

B. Grantor has acquired a certain additional trademark set forth on Schedule 1-1 attached hereto and made part hereof (the “Additional Trademark”).

C. Grantor and Agent desire to execute this Supplement for the purpose of, *inter alia*, granting, ratifying and confirming Agent’s lien on and security interest in the Additional Trademark, as set forth more fully in the IP Security Agreement, and for recording in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantors, intending to be legally bound hereby, covenant and agree as follows:

1. Grant and Reaffirmation of Security Interests. To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit

Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) the Additional Trademark, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of the Additional Trademark, or (b) injury to the goodwill associated with the Additional Trademark.

2. Section 7 of the IP Security Agreement is hereby amended and restated in its entirety as follows:

“7. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be governed by and construed in accordance with the laws of the State of New York.”


3. Schedule 1 to the IP Security Agreement is hereby supplemented by the information contained on Schedule 1-1. All references to Schedule 1 contained in the IP Security Agreement shall be deemed, for all purposes, to also refer to and include Schedule 1-1.

4. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile or .PDF shall also bind the parties hereto.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

WINONA FOODS, INC.

By:   
Name: Terry K. Steinmann  
Title: President

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent under the Credit Agreement

By: \_\_\_\_\_  
Name: Bridget Anderson  
Title: Vice President


IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

**WINONA FOODS, INC.**

By: \_\_\_\_\_  
Name: Terry K. Steinmann  
Title: President

Acknowledged and Accepted:

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent under the Credit Agreement

By:   
Name: Bridget Anderson  
Title: Vice President

[Signature Page to First Amendment and Supplement to  
Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 007249 FRAME: 0061**

SCHEDULE 1-1

**Intellectual Property**

Trademarks and Trademark Applications

<b>Mark Name</b>	<b>Jurisdiction</b>	<b>Owner</b>	<b>Reg. Date (App. Date)</b>	<b>Reg. No. (App. No.)</b>
PLANTINGS	USA	Winona Foods, Inc.	6/2/2020	8868830