

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM670809

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Walden Farms, LLC		06/29/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Huntington National Bank, successor to First Merit Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	222 N. LaSalle Street, Suite 130		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60601		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88404497	MAKING HEALTHY TASTE DELICIOUS...THE WAL	
<b>Serial Number:</b>	88448409	SWITCH & SAVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3124996701		
<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>	3124996700		
<b>Email:</b>	ahesla@duanemorris.com		
<b>Correspondent Name:</b>	Brian P. Kerwin		
<b>Address Line 1:</b>	190 S LaSalle St Ste 3700		
<b>Address Line 2:</b>	Duane Morris LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	G6498-00015		
<b>NAME OF SUBMITTER:</b>	Brian P. Kerwin		
<b>SIGNATURE:</b>	/s/Brian P. Kerwin		
<b>DATE SIGNED:</b>	08/27/2021		
<b>Total Attachments: 5</b>			
source=14. First Amendment to Collateral Assignment of Trademarks and Patents#page1.tif			

CH \$65.00 88404497

source=14. First Amendment to Collateral Assignment of Trademarks and Patents#page2.tif

source=14. First Amendment to Collateral Assignment of Trademarks and Patents#page3.tif

source=14. First Amendment to Collateral Assignment of Trademarks and Patents#page4.tif

source=14. First Amendment to Collateral Assignment of Trademarks and Patents#page5.tif

**FIRST AMENDMENT TO  
COLLATERAL ASSIGNMENT OF TRADEMARKS AND PATENTS**

THIS FIRST AMENDMENT TO COLLATERAL ASSIGNMENT OF TRADEMARKS AND PATENTS (this “**Amendment**”), dated as of June 29, 2020, is entered into by and among WALDEN FARMS, LLC, a Delaware limited liability company (the “**Assignor**”), in favor of THE HUNTINGTON NATIONAL BANK, as successor to First Merit Bank, N.A., as administrative agent (in such capacity, “**Administrative Agent**”) for itself and all of the other financial institutions from time to time party to the Credit Agreement identified below (collectively, the “**Lenders**”).

**RECITALS**

A. Assignor, PANOS Brands, LLC, a Delaware limited liability company, PANOS Intermediate Holdings, LLC, a Delaware limited liability company, the Administrative Agent and the Lenders are parties to that certain Amended and Restated Credit and Security Agreement, dated as of February 17, 2017 (as amended, restated, supplemented, or modified from time to time, the “**Credit Agreement**”).

B. Assignor and Administrative Agent are parties to that certain Collateral Assignment of Trademarks and Patents, dated as of February 17, 2017 (as amended, restated, supplemented, or modified from time to time, the “**Collateral Assignment**”).

C. Assignor and Administrative Agent desire to amend the Collateral Assignment as provided in and subject to the terms and conditions of this Amendment.

**NOW, THEREFORE**, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto (intending to be legally bound) hereby agree as follows:

1. Definitions. Terms capitalized herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Collateral Assignment, as amended hereby.

2. Amendment to Collateral Assignment. Subject to the terms and conditions contained herein, Assignor and Administrative Agent hereby amend the Collateral Assignment as follows:

(a) Schedule 1 (Trademark Registrations and Applications) of the Collateral Assignment is hereby amended by adding the information included on Schedule 1 attached hereto.

3. Reference to Collateral Assignment; No Waiver.

(a) References. Upon the effectiveness of this Amendment, each reference in the Collateral Assignment to “this Agreement,” “hereunder,” “hereof,” “herein” or words of like import shall mean and be a reference to the Collateral Assignment, as amended hereby.

(b) Full Force and Effect. Except as expressly provided herein, the Collateral Assignment shall remain in full force and effect and is hereby ratified and confirmed.

4. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, Assignor may not assign any of its rights or obligations under this Amendment without the prior written consent of Administrative Agent.

5. Severability. Wherever possible, each provision of this Amendment shall be interpreted in such a manner so as to be effective and valid under applicable law, but if any provision of this Amendment is held to be prohibited by or invalid under applicable law, such provision or provisions shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Amendment.

6. Governing Law. This Amendment shall be deemed to be a contract made under the laws of the State of Illinois, and the rights and obligations of the parties hereunder shall be construed in accordance with and be enforced and governed by the internal laws of the State of Illinois, without regard to choice of law or conflicts of law principles.

7. Counterparts; Facsimile. This Amendment may be executed in one or more counterparts, each of which taken together shall constitute one and the same instrument, admissible into evidence. 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.

**[Signature Pages Follow]**

IN WITNESS WHEREOF, the undersigned have duly executed this First Amendment to Collateral Assignment of Trademarks and Patents as of the day and year first above written.

WALDEN FARMS, LLC

By: 

Name: Darcy Zbitovec

Title: President and Chief Executive Officer

First Amendment to Collateral Assignment of Trademarks and Patents

**TRADEMARK**  
**REEL: 007406 FRAME: 0154**

Agreed and Accepted:

**THE HUNTINGTON NATIONAL BANK**

By: MDA

Name: Marc Adams

Title: Senior Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Appln. No.	Regn. No.	Filing Date	Regn. Date	Status	Owner
MAKING HEALTHY TASTE DELICIOUS...THE WALDEN WAY!	88404497		4/26/2019		Pending	PANOS Brands, LLC Suite 240 395 West Passaic Street Rochelle Park, NEW JERSEY UNITED STATES 07662
SWITCH & SAVE	88448409		5/28/2019		Pending	PANOS Brands, LLC Suite 240 395 West Passaic Street Rochelle Park, NEW JERSEY UNITED STATES 07662