

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671493

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHOSEN FOODS, LLC		08/31/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Collateral Agent		
Street Address:	900 W. Trade Street, Gateway Village - 900 Building		
Internal Address:	Mail Code: NC1-026-06-04		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	6420813	O!	
Registration Number:	6284935		
Registration Number:	6274502		
Registration Number:	6223481	CHOSEN FOODS	
Registration Number:	5950782	CHOSEN FOODS	
Registration Number:	5950781	CHOSEN FOODS	
Registration Number:	5771275	MADE TO NOURISH	
Registration Number:	5639169	AVOLUTION	
Registration Number:	5247538	CHOSEN BLEND	
Registration Number:	4730204	TRACK MY CHIA	
Registration Number:	4703733	TRIED. TESTED. TRUE NUTRITION.	
Registration Number:	4274918	CHOSEN FOODS	
Registration Number:	4274917	CHOSEN FOODS	
Serial Number:	90401998	CHOSEN	
Serial Number:	90200941	BECAUSE, AVOCADO	
Serial Number:	90022230	HASS SAUCE	
Serial Number:	88980122		
Serial Number:	88870915	CHOSEN PET	
TRADEMARK			

OP \$615.00 6420813

Property Type	Number	Word Mark
Serial Number:	88870910	CHOSEN BEAUTY
Serial Number:	88869905	CHOSEN BABY
Serial Number:	88869885	CHOSEN FRESH
Serial Number:	88776560	
Serial Number:	88776554	
Serial Number:	88299542	AVOLUTION

CORRESPONDENCE DATA

Fax Number: 7043311159

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: 7043311000

Email: PTO_TMconfirmation@mvalaw.com,
maryelizabethzaldivar@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700, ATTN: IP DEPARTMENT

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 017625.005298

NAME OF SUBMITTER: John Slaughter

SIGNATURE: /john slaughter/

DATE SIGNED: 08/31/2021

Total Attachments: 6

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SHORT FORM
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated August 31, 2021, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of BANK OF AMERICA, N.A. (“BOFA”) as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, Chosen Foods, LLC, a Delaware limited liability company (the “Borrower”), PATRIOT INTERMEDIATE HOLDINGS, LP, a Delaware limited partnership (“Holdings”), each Guarantor from time to time party thereto, BOFA, as administrative agent (in such capacity, and together with its successors and permitted assigns, the “Administrative Agent”), collateral agent (in such capacity, and together with its successors and permitted assigns, the “Collateral Agent”), swing line lender and an L/C issuer, each Lender from time to time party thereto and the other parties thereto have entered into the Credit Agreement dated as of August 31, 2021 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- (a) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Property); and
- (b) the registered Copyrights (as defined in the Security Agreement) in the United States Copyright Office set forth in Schedule B hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or

contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral 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. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

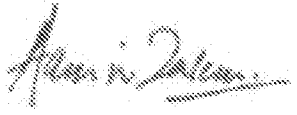
[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CHOSEN FOODS, LLC,
as Initial Grantor

By: 
Name: Gabriel Perez Krieb
Title: Chief Executive Officer

BANK OF AMERICA, N.A., as Collateral Agent

A handwritten signature in black ink, appearing to read "Aamir Saleem", written over a horizontal line.

By: _____

Name: Aamir Saleem

Title: Vice President

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Trademark Registrations

Mark	Reg. No.	Reg. Date
OI!	6420813	07/13/2021
Design Only	6284935	03/02/2021
Design Only	6274502	02/16/2021
CHOSEN FOODS (Stylized)	6223481	12/15/2020
CHOSEN FOODS and Design	5950782	12/31/2019
CHOSEN FOODS	5950781	12/31/2019
MADE TO NOURISH	5771275	06/04/2019
AVOLUTION	5639169	12/25/2018
CHOSEN BLEND	5247538	07/18/2017
TRACK MY CHIA	4730204	05/05/2015
TRIED. TESTED. TRUE NUTRITION.	4703733	03/17/2015
CHOSEN FOODS and Design	4274918	01/15/2013
CHOSEN FOODS	4274917	01/15/2013

Trademark Applications

Mark	Appl. No.	Filing Date
CHOSEN	90401998	12/22/2020
BECAUSE, AVOCADO	90200941	09/22/2020
HASS SAUCE	90022230	06/26/2020
Design Only	88980122	01/28/2020
CHOSEN PET	88870915	04/14/2020
CHOSEN BEAUTY	88870910	04/14/2020
CHOSEN BABY	88869905	04/13/2020
CHOSEN FRESH	88869885	04/13/2020
Design Only	88776560	01/28/2020
Design Only	88776554	01/28/2020
AVOLUTION	88299542	02/13/2019

SCHEDULE B

United States Copyright Registrations

Title	Reg. No.	Reg. Date
Avocado Oil Bottle and Label.	VAu001234397	10/02/2015
Avocado Oil Bottles in Tray.	VAu001234484	10/02/2015