

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM672822

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Teeny Foods Corporation		08/25/2021	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	CIBC Bank USA		
Street Address:	120 S. LaSalle		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6353510	TEENYFOODS	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1460872 TM		
NAME OF SUBMITTER:	Dylan Warren		
SIGNATURE:	/Dylan Warren/		
DATE SIGNED:	09/07/2021		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Security Agreement**”) made as of this 25th day of August, 2021, by TEENY FOODS CORPORATION, an Oregon corporation (“**Borrower**”), in favor of CIBC BANK USA (“**Lender**”).

W I T N E S S E T H

WHEREAS, Borrower and Lender are parties to that certain Loan and Security Agreement, dated the date hereof (as amended, amended and restated or otherwise modified from time to time, the “**Loan Agreement**”), and other Loan Documents (as defined in the Loan Agreement), pursuant to which Lender has agreed, from time to time, to extend credit to or for the account of Borrower, subject to the condition, among others, that Borrower grant to Lender a security interest in certain of Borrower's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Borrower hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising during the term of the Loan Agreement, trademarks, trade names, trade secrets, all registrations and recordings thereof, and all applications (excluding "intent to use" applications of the kind described in clause (b) of the definition of Excluded Property) in connection therewith, including, without limitation, the trademark registrations and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, all rights corresponding to any of the foregoing and the goodwill of the Borrower's business connected with the use of and symbolized by the foregoing, in all cases excluding Excluded Collateral (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “**Trademarks**”).

3. Warranties and Representations. Borrower warrants and represents to Lender that, as of the date hereof:

(i) To the knowledge of Borrower, no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) To the knowledge of Borrower, Borrower is the lawful owner of the unencumbered right, title and interest in and to each Trademark, free and clear of any liens (other than Permitted Liens), claims and encumbrances; and

(iii) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. New Trademarks. Borrower represents and warrants that, as of the date hereof, based on its knowledge, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications of the kind described in clause (b) of the definition of Excluded Property) now owned by Borrower. If, before Borrower's Obligations shall have been satisfied in full or before the Loan Agreement has been terminated, Borrower shall (i) become aware of any existing Trademarks of which Borrower has not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Lender prompt written notice thereof.

5. Term. The term of this Security Agreement shall extend until the payment in full of Borrower's Obligations and the termination of the Loan Agreement. Borrower agrees that upon the occurrence and during the continuance of an Event of Default the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to Borrower.

6. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Borrower's Obligations and termination of the Loan Agreement, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Loan Agreement.

7. Waivers. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

8. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

9. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by the parties hereto.

10. Binding Effect: Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

11. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

12. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

13. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably

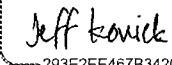
request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

[Signature page follows.]

IN WITNESS WHEREOF, Borrower has duly executed this Trademark Security Agreement as of the date first written above.

BORROWER:

TEENY FOODS CORPORATION, an Oregon corporation

DocuSigned by:

By: _____
Jeffrey Kovick
President

Agreed and Accepted
As of the Date First Written Above

CIBC BANK USA

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Borrower has duly executed this Trademark Security Agreement as of the date first written above.


BORROWER:

TEENY FOODS CORPORATION, an Oregon corporation

By: _____
Jeffrey Kovick
President

Agreed and Accepted
As of the Date First Written Above

CIBC BANK USA

By:  _____
Name: Kathleen Caffrey
Title: Officer

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
TEENYFOODS and Design	90171553/6353510	May 18, 2021



TRADEMARK APPLICATIONS

None.