

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686215

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tasteful Selections, LLC		11/04/2021	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	115 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	90659155	NIBBLES	
Registration Number:	6170941	TASTEFUL SELECTIONS NIBBLES	
Registration Number:	6033782	TASTEFUL SELECTIONS BITE-SIZE POTATOES	
Registration Number:	6033781	TASTEFUL SELECTIONS	
Registration Number:	5779477	STEAMPAK MINI	
Registration Number:	5455191	RUBY SENSATION STEAMPAK MINI	
Registration Number:	5455190	HONEY GOLD STEAMPAK MINI	
Registration Number:	4021452	GOLD FINGERLING	
Registration Number:	4011262	HONEY GOLD	
Registration Number:	4014835	RUBY SENSATION	
Registration Number:	3999935	SUNRISE MEDLEY	
Registration Number:	3922782	TASTEFUL SELECTIONS	
Registration Number:	4137828	BITE RIGHT SIZING 1 BITE 2 BITES 3 BITES	
Registration Number:	4045191	TASTEFUL SELECTIONS	
Registration Number:	4104006	GOLDEN TEMPTATION	
Registration Number:	4021451	RUBY FINGERLING	
Registration Number:	3969339	SIMPLY AMAZING	
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number:

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: 240-392-0017
Email: requests@independencelegalsupport.com
Correspondent Name: Elspeth Callahan
Address Line 1: PO Box 1807
Address Line 4: Greenbelt, MARYLAND 20768

NAME OF SUBMITTER:	Diandra M. LaMantia
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SIGNATURE:	/Diandra M. LaMantia/
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DATE SIGNED:	11/05/2021
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Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Tasteful Selections, LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other LLC

Citizenship (see guidelines) Wisconsin

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 4, 2021

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of Montreal, as Agent

Street Address: 115 S. LaSalle Street

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other CHTD. BANK Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

See Schedule A attached hereto and made a part hereof.

B. Trademark Registration No.(s) _____

See Schedule A attached hereto and made a part hereof.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Diandra M. LaMantia

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-3274

Docket Number: _____

Email Address: lamantia@chapman.com

6. Total number of applications and registrations involved: 17

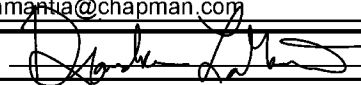
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:  for Chapman and Cutler LLP

Signature

Diandra M. LaMantia, Paralegal

Name of Person Signing

November 4, 2021

Date

Total number of pages including cover sheet, attachments, and document: 7

TRADEMARK COLLATERAL AGREEMENT

This 4th day of November, 2021, TASTEFUL SELECTIONS, LLC, a Wisconsin limited liability company (“*Debtor*”) with its principal place of business and mailing address at 13003 Di Giorgio Road, Arvin, California 93203, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to Bank of Montreal (“*BMO*”), with its mailing address at 115 South LaSalle Street, Chicago, Illinois, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the “*Agent*”), for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) All of Debtor’s right, title and interest (including common law rights and all state and federal registrations) in and to each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as defined in that certain Amended and Restated Security Agreement dated as of October 28, 2021, among the Debtors, certain affiliates of the Debtor and the Agent (as the same has been or may be amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any application by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted pursuant to the Lanham Act (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as such Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office in accordance with the Lanham Act, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

The Agent and Debtor hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the trademarks, trademark registrations, and

trademark applications made and granted hereby 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.

This Trademark Collateral Agreement and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

TASTEFUL SELECTIONS, LLC

By: 

Name: Kasey Osborn

Title: Authorized Signatory

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By Betzaida Erdelyi
Name: Betzaida Erdelyi
Its: Managing Director

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Filing/Reg. Date	Serial/Reg. No.	Status	Owner
NIBBLES	4/20/2021	90659155	Pending	Tasteful Selections, LLC
TASTEFUL SELECTIONS NIBBLES	10/6/2020	6170941	Registered	Tasteful Selections, LLC
TASTEFUL SELECTIONS BITE-SIZE POTATOES	4/14/2020	6033782	Registered	Tasteful Selections, LLC
TASTEFUL SELECTIONS	4/14/2020	6033781	Registered	Tasteful Selections, LLC
STEAMPAK MINI	6/18/2019	5779477	Registered	Tasteful Selections, LLC
RUBY SENSATION STEAMPAK MINI	4/24/2018	5455191	Registered	Tasteful Selections, LLC
HONEY GOLD STEAMPAK MINI	4/24/2018	5455190	Registered	Tasteful Selections, LLC
GOLD FINGERLING	9/6/2011	4021452	Registered	Tasteful Selections, LLC
HONEY GOLD	8/16/2011	4011262	Registered	Tasteful Selections, LLC
RUBY SENSATION	8/23/2011	4014835	Registered	Tasteful Selections, LLC
SUNRISE MEDLEY	7/19/2011	3999935	Registered	Tasteful Selections, LLC
TASTEFUL SELECTIONS	2/22/2011	3922782	Registered	Tasteful Selections, LLC
BITE RIGHT SIZING 1 BITE 2 BITES 3 BITES FASTEST FASTER FAST QUICK COOK TIMING	5/8/2012	4137828	Registered	Tasteful Selections, LLC

TASTEFUL SELECTIONS	10/25/2011	4045191	Registered	Tasteful Selections, LLC
GOLDEN TEMPTATION	2/28/2012	4104006	Registered	Tasteful Selections, LLC
RUBY FINGERLING	9/6/2011	4021451	Registered	Tasteful Selections, LLC
SIMPLY AMAZING	5/31/2011	3969339	Registered	Tasteful Selections, LLC