

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694333

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900659862

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Woodland Foods, LLC		12/01/2021	Limited Liability Company: ILLINOIS

RECEIVING PARTY DATA

Name:	Barings Finance LLC
Street Address:	300 S. Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3556638	ANGELINA'S GOURMET
Registration Number:	5634673	CHEF RISING
Registration Number:	3747633	D'ALLESANDRO
Registration Number:	3772579	EPICUREAN SPECIALTIES
Registration Number:	3834341	EPICUREAN SPECIALTY
Registration Number:	4689359	FARMERS & FORAGERS
Registration Number:	3378015	MANITOU TRADING COMPANY
Registration Number:	5110081	NATURALLY SEASONED FUSIONS
Registration Number:	4673171	ROYAL ANDEAN
Registration Number:	2106909	WOODLAND FOODS
Registration Number:	5341050	WOODLAND INGREDIENTS

CORRESPONDENCE DATA

Fax Number: 4155911400

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: 4155911000

Email: achan@winston.com

Correspondent Name: Laura Franco, Esq.

TRADEMARK

Address Line 1: 101 California St.
Address Line 2: Winston & Strawn LLP
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 014044.00177 (AXC)

NAME OF SUBMITTER: Laura Franco

SIGNATURE: /Laura Franco/

DATE SIGNED: 12/13/2021

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of December 1, 2021, by Woodland Foods, LLC, an Illinois limited liability company, ("Grantor"), in favor of Barings Finance LLC, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors in such capacity, "Grantee"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, the Grantor is the record owner of the Trademarks listed on the attached Schedule A;

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated December 1, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee, for the benefit of the Lender Parties, a continuing security interest in the Trademarks to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

This Trademark Security Agreement shall be governed by, and constructed in accordance with, the laws of the State of New York.

Notwithstanding anything to the contrary contained herein, in the event of a conflict or inconsistency between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall prevail.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

WOODLAND FOODS, LLC

By:  _____

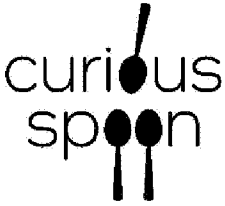
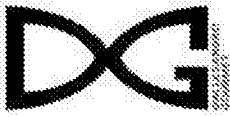
Name: Aram Karapetian

Title: President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007514 FRAME: 0784

SCHEDULE A
TRADEMARKS

Country	Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner of Record
United States	ANGELINA'S GOURMET	77465739	05-May-2008	3556638	06-Jan-2009	Woodland Foods, Ltd.
United States	CHEF RISING	87979044	03-Apr-2017	5634673	18-Dec-2018	Woodland Foods, Ltd.
United States	CURIOUS SPOON	90514161	05-Feb-2021	N/A	N/A	Woodland Foods, Ltd.
United States		90514199	05-Feb-2021	N/A	N/A	Woodland Foods, Ltd.
United States	D' ALLESANDRO	77609702	07-Nov-2008	3747633	09-Feb-2010	Woodland Foods, Ltd.
United States		90645359	14-Apr-2021	N/A	N/A	Woodland Foods, Ltd.
United States	EPICUREAN SPECIALTIES	77533465	29-Jul-2008	3772579	06-Apr-2010	Woodland Foods, Ltd.
United States	EPICUREAN SPECIALTY	77896878	18-Dec-2009	3834341	17-Aug-2010	Woodland Foods, Ltd.
United States	FARMERS & FORAGERS	85983201	15-Oct-2012	4689359	17-Feb-2015	Woodland Foods, Ltd.
United States	MANITOU TRADING COMPANY	77197059	04-Jun-2007	3378015	05-Feb-2008	Woodland Foods, Ltd.

United States	NATURALLY SEASONED FUSIONS	85938252	21-May-2013	5110081	27-Dec-2016	Woodland Foods, Ltd.
United States	ROYAL ANDEAN	86018599	24-Jul-2013	4673171	13-Jan-2015	Woodland Foods, Ltd.
United States	WOODLAND FOODS	75166329	16-Sep-1996	2106909	21-Oct-1997	Woodland Foods, Ltd.
United States	WOODLAND INGREDIENTS	86403542	23-Sep-2014	5341050	21-Nov-2017	Woodland Foods, Ltd.