# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM696677

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** Security Agreement

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Patriot Pickle Inc.		12/21/2021	Corporation: DELAWARE

# **RECEIVING PARTY DATA**

Name:	BMO Harris Bank N.A,. as Administrative agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		

# **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	4170352	FARM RIDGE FOODS
Serial Number:	97150802	UNTYPICKLE PICKLES
Serial Number:	97150790	NOT YOUR TYPICKLE PICKLE FARM RIDGE FOOD

## **CORRESPONDENCE DATA**

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: 18888295817

Email: trevor.harris@wolterskluwer.com

**Correspondent Name:** CT Corporation

208 South LaSalle St. Address Line 1:

Address Line 2: Suite 814

Address Line 4: Chicago, ILLINOIS 60604

NAME OF SUBMITTER:	Diandra M. LaMantia
SIGNATURE:	/Diandra M. LaMantia/
DATE SIGNED:	12/21/2021

## **Total Attachments: 5**

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# TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "<u>Trademark Security Agreement</u>") is made as of December 21, 2021, by Patriot Pickle Inc., a Delaware corporation ("<u>Grantor</u>"), in favor of BMO HARRIS BANK N.A., in its capacity as Administrative Agent for each Lender Party (in such capacity, together with its successors and assigns in such capacity, if any, "<u>Grantee</u>").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached <u>Schedule A</u>, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "<u>Trademarks</u>");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated as of December 21, 2021 (as amended, restated, amended and 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 pledged and granted to the Grantee (and its agents and designees) 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 Trademark Collateral (as defined below), to secure the payment, performance and observance of all of the Secured Obligations.

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

1. As collateral security for the payment, performance and observance of all of the Secured Obligations, the Grantor does hereby pledge and grant to the Grantee (and its agents and designees) for the benefit of the Lender Parties, a continuing security interest in all of the following property, whether now or hereafter existing or whether now owned or hereafter acquired (collectively, the "<u>Trademark Collateral</u>"):

the Trademarks, together with (a) all extensions, modifications and renewals thereof, (b) the goodwill of the business connected with the use of and symbolized by any of the foregoing, (c) all income, license fees, royalties, damages, claims and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements or dilutions thereof, (d) the right to sue or otherwise recover for past, present and future infringements and dilutions thereof, and (e) rights corresponding thereto throughout the world. Notwithstanding the foregoing, the Trademark Collateral shall not include any Excluded Assets.

- 2. All capitalized terms used but not otherwise defined herein have the meanings given to them (including by reference) in the Security Agreement.
- 3. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Trademark Collateral, and the security interest granted therein, 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. In the event of a conflict

between this Trademark Security Agreement and the Security Agreement, the provisions of the Security Agreement shall control.

- 4. THIS TRADEMARK AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.
- 5. 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.

[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.

PATRIOT PICKLE INC., a Delaware corporation

By:

Name: Tyler Matlock Title: Vice President

[Signature Page to Trademark Agreement]

TRADEMARK REEL: 007519 FRAME: 0905

RECORDED: 12/21/2021