

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695313

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Idahoan Foods, LLC		12/16/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	ING Capital LLC		
Street Address:	1325 Avenue of the Americas		
City:	New York		
State/Country:	NEBRASKA		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	4680832	AMERICA'S FAVORITE MASHED POTATOES*	
Registration Number:	4888935	BUTTERY HOMESTYLE	
Registration Number:	4874534	THE IDAHOAN GUARANTEE REAL POTATOES GUAR	
Registration Number:	4977428	IDAHOAN	
Registration Number:	4977768	IDAHOAN	
Registration Number:	5435779	IDAHOAN FULLY LOADED	
Registration Number:	5107631	STEAKHOUSE	
Registration Number:	4391554	STEAKHOUSE	
Registration Number:	5107652	STEAKHOUSE	
Registration Number:	5005927	TATER TUMBLER	
Registration Number:	6367832	HONEST EARTH	
Registration Number:	5672405	BUTTERY GOLDEN SELECTS	
Registration Number:	5424586	MOUNTAIN HARVEST	
Registration Number:	5267153	SMARTMASH	
Registration Number:	5152601	IDAHOAN SIGNATURE RUSSETS	
Registration Number:	5152600	IDAHOAN SIGNATURE RUSSETS MASHED POTATOE	
Registration Number:	3755656	HOMEMADE TASTE EVERY TIME	
Registration Number:	3755613	GOLDEN SELECTS	
Registration Number:	4266086	HONEST EARTH	

CH \$815.00 4680832

Property Type	Number	Word Mark
Registration Number:	3346851	IDAHOAN PREMIUM THE IRRESISTIBLE FLAVORO
Registration Number:	3595308	IDAHOAN NATURALLY A HEALTHY, ALL-PURPOSE
Registration Number:	3284830	INSTAMASH
Registration Number:	2990728	BABY REDS
Registration Number:	2972018	THE IDAHOAN GUARANTEE REAL IDAHO POTATOE
Registration Number:	2938656	HOMEMADE HAS MET ITS MATCH!
Registration Number:	2969189	LOADED BAKED
Registration Number:	2819044	IDAHOAN
Registration Number:	2948970	IDAHOAN NATURALLY
Registration Number:	2833787	IDAHOAN
Registration Number:	2809767	CREAMY MASH
Serial Number:	77977365	HONEST EARTH
Serial Number:	72217988	IDAHOAN

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.

Email: khenning@kslaw.com
Correspondent Name: Kelly Henning
Address Line 1: 1180 Peachtree St. NE
Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER: Kelly Henning

SIGNATURE: /Kelly Henning/

DATE SIGNED: 12/16/2021

Total Attachments: 8

source=Idahoan - Trademark Security Agreement (2021)#page1.tif
source=Idahoan - Trademark Security Agreement (2021)#page2.tif
source=Idahoan - Trademark Security Agreement (2021)#page3.tif
source=Idahoan - Trademark Security Agreement (2021)#page4.tif
source=Idahoan - Trademark Security Agreement (2021)#page5.tif
source=Idahoan - Trademark Security Agreement (2021)#page6.tif
source=Idahoan - Trademark Security Agreement (2021)#page7.tif
source=Idahoan - Trademark Security Agreement (2021)#page8.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement"), dated as of December 16, 2021, by and between Idahoan Foods, LLC, formerly known as North American Foods, LLC, a Delaware limited liability company (the "Pledgor") and ING CAPITAL LLC ("ING"), as agent (in such capacity together with any successor agent appointed pursuant to the terms of the Credit Agreement, the "Agent") for the benefit of the "Secured Parties" as defined in the Credit Agreement, as defined below (the "Secured Parties").

WITNESSETH:

RECITALS.

A. The Pledgor owns and uses certain trademarks and trademark licenses which are registered in the United States Patent and Trademark Office, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

B. Pursuant to that certain Fourth Amended and Restated Credit Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Pledgor, the lenders from time to time party thereto (the "Lenders"), and the Agent, the Lenders have agreed to make certain Loans to the Borrower, as more specifically described in the Credit Agreement; and

C. The Pledgor has executed an Amended and Restated Security Agreement, dated as of even date herewith in favor of the Agent, for the benefit of the Secured Parties (the "Security Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Security Agreement, or if not defined in the Security Agreement, shall have the meanings ascribed to them in the Credit Agreement); and

D. Pursuant to the Security Agreement, the Pledgor has assigned, conveyed, mortgaged, pledged, hypothecated and transferred to the Agent, for the benefit of the Secured Parties, all of the Pledgor's right, title and interest in and to, and granted to the Agent, for the benefit of the Secured Parties, a security interest in, the property described therein, including, without limitation, (a) all of Pledgor's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which the Pledgor now has or hereafter acquires rights and wherever located; (b) all of the Pledgor's Trademark Licenses (as herein defined), whether presently existing or hereafter acquired or in which the Pledgor now has or hereafter acquires rights and wherever located; and (c) all products and proceeds any of the foregoing, as security for all of the Secured Obligations; and

E. As a condition precedent to the extension of such financial accommodations pursuant to the Credit Agreement and in furtherance of the Security Agreement, the Agent and

Secured Parties have required that Pledgor grant to the Agent, for the benefit of Secured Parties, a security interest in the Property (as herein defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Trademark License” means any written agreement now or hereafter in existence granting to the Pledgor any right to use any Trademark.

“Trademarks” means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those listed on Schedule I attached hereto together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all extensions or renewals thereof and (iii) all proceeds of the foregoing.

2. As security for the payment and performance of the Secured Obligations, the Pledgor hereby grants, assigns and conveys to the Agent, for the benefit of the Secured Parties for security purposes a security interest in all of the Pledgor’s right, title and interest in, to and under the following (collectively, the “Property”):

(a) each Trademark now or hereafter owned by the Pledgor or in which Pledgor now has or hereafter acquires rights and wherever located; and

(b) each Trademark License now or hereafter held by the Pledgor or in which the Pledgor now has or hereafter acquires rights and wherever located to the extent such assignment is not prohibited by the terms of such Trademark License;

(c) any claim by the Pledgor against third parties for past, present or future infringement of any Trademark or breach of Trademark Licenses, if any, including, without limitation, any Trademark referred to in Schedule I; and

(d) all products and proceeds of the foregoing.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, unless and until the Agent exercises the rights and remedies accorded to it hereunder or under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, the Pledgor shall own, and may use and enjoy the Property in connection with its business operations in accordance with the terms of the Security Agreement.

3. The Pledgor hereby further acknowledges and affirms that the representations, warranties and covenants of the Pledgor with respect to the Property and the rights and remedies of the Agent with respect to the collateral assignment of the Property made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon payment and performance in full of all Secured Obligations and termination of the Commitments of the Lenders, under and as defined in, the Credit Agreement. At any time and from time to time prior to such payment in full and termination, the Agent may terminate its security interest in, or reconvey to the Pledgor any rights with respect to, any or all of the Property. Upon termination of this Agreement or any termination of the security interest in any of the Property pursuant to the Security Agreement and following a request from the Pledgor, the Agent shall, at the expense of the Pledgor, execute and deliver to the Pledgor all deeds, assignments and other instruments as may be necessary or proper in reasonable judgment of the Pledgor in order to evidence such termination, subject to any disposition of the Property which may have been made by the Agent pursuant hereto or pursuant to the Security Agreement.

5. If at any time before the termination of this Agreement pursuant to Section 4 hereof, the Pledgor shall obtain or acquire rights to any new Trademark or Trademark License, whether under a license or otherwise, the provisions of Section 2 hereof shall automatically apply thereto and the Pledgor shall comply with the terms of the Security Agreement with respect thereto. The Pledgor agrees to execute such further agreements or assignments as Agent shall request with respect to such after acquired property. The Pledgor authorizes the Agent to modify this Agreement by amending Schedule I to include any future Trademarks, trademark applications and trademark licenses covered by Section 2 hereof or by this Section 5.

6. The Pledgor further agrees that neither the Agent nor any Secured Party shall have any obligation or responsibility to protect or defend the Property and the Pledgor shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Security Agreement.

7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK.

8. To the extent there is any actual irreconcilable conflict between the provisions of the Agreement and the Security Agreement, the provisions of the Security Agreement shall prevail.

[signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Security Agreement to be duly executed by its duly authorized officers as of the date first above written.

IDAHOAN FOODS, LLC

By: 
Name: Stephane Jean
Title: Chief Financial Officer

Accepted:

ING CAPITAL LLC, as Agent

By: Daniel Sanchez C.
Gonzalo Sanchez
Director

By: Don Lamprecht
Daniel W. Lamprecht
Managing Director

[Signature Page to Trademark Security Agreement]