# CH \$190.00 355616

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM697332

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SNAPPY SALADS ENTERPRISES, LLC		12/22/2021	Limited Liability Company: TEXAS
SALAD COLLECTIVE, LLC		12/22/2021	Limited Liability Company: COLORADO

#### **RECEIVING PARTY DATA**

Name:	Sunflower Bank, N.A.	
Street Address:	8117 Preston Rd.	
Internal Address:	Suite 250	
City:	Dallas	
State/Country:	TEXAS	
Postal Code:	75225	
Entity Type:	National Banking Association: UNITED STATES	

#### **PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	3556161	SNAPPY SALADS
Registration Number:	4869971	MAD GREENS
Registration Number:	4891912	MAD GREENS
Registration Number:	3220404	MAD GREENS
Registration Number:	4869969	MAD GREENS
Registration Number:	4877084	A LEAF DEVICE WITH STRIPES
Registration Number:	4877085	

#### **CORRESPONDENCE DATA**

**Fax Number:** 2147455390

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:** 2147455612

**Email:** ngraham@winstead.com

Correspondent Name: Nancy Graham c/o WINSTEAD PC

Address Line 1: 2728 N. Harwood Street

Address Line 2: Suite 500

Address Line 4: Dallas, TEXAS 75201

TRADEMARK

900665164 REEL: 007540 FRAME: 0553

ATTORNEY DOCKET NUMBER:	64657.36	
NAME OF SUBMITTER:	Nancy Graham	
SIGNATURE:	/Nancy Graham/	
DATE SIGNED:	12/23/2021	
Total Attachments: 7		
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#### TRADEMARK SECURITY AGREEMENT

WHEREAS, Snappy Salads Enterprises, LLC, a Texas limited liability company, and Salad Collective, LLC, a Colorado limited liability company (each a "Grantor" and collectively, the "Grantors"), owns the Trademarks and trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Security Agreement dated of even date herewith (as said Agreement may be amended and in effect from time to time, the "Security Agreement"; terms used herein but not defined herein shall have the meanings given to them in the Security Agreement), among Grantors, each other signatory party thereto, and Sunflower Bank, N.A., as administrative agent for its benefit and the benefit of each of the other Secured Parties ("Administrative Agent"), each Grantor has granted to Administrative Agent for its benefit and the benefit of the Secured Parties a security interest in substantially all the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks, trademark registrations, trademark applications and Trademark Licenses, together with the goodwill of the business symbolized by such Grantor's trademarks, and all proceeds thereof, to secure the payment of all Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Secured Party a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed with any Governmental Authority in connection therewith, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, (d) all rights to use and/or sell any of the foregoing, and (e) the portion of the business to which each trademark pertains, in each case constituting Collateral (the "Trademarks"), each of which is set forth herein on Schedule 1 annexed hereto;
- (2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each Trademark License referred to in <u>Schedule 1</u> annexed hereto; and
- (3) all accessions to, substitutions for and replacements, Proceeds, insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing.

This security interest is granted in conjunction with the security interests granted to Administrative Agent for its benefit and the benefit of the Secured Parties pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Parties with respect to the security interest in the Trademark Collateral 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.

This Trademark Security Agreement shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Texas.

[Signatures On Following Page]

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

Acknowledged:

### **GRANTORS:**

# SNAPPY SALADS ENTERPRISES, LLC, a Texas limited liability company

By: SALAD COLLECTIVE, LLC, a Colorado limited liability company, its sole member

By:

Name: Darden K. Coors

Title: Chief Executive Officer

SALAD COLLECTIVE, LLC, a Colorado limited liability company

By:

Name: Darden K. Coors

Title: Chief Executive Officer

# ADMINISTRATIVE AGENT:

SUNFLOWER BANK, N.A.

By: Print Name: Braeley Kraus
Print Title: Senior Vice President

TRADEMARK SECURITY AGREEMENT, Signature Page

**RECORDED: 12/23/2021**