

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707869

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Food Group, Inc.		01/31/2022	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	JP Morgan Chase, N.A.		
Street Address:	10 S. Dearborn		
Internal Address:	Floor L2 IL1-1145		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	5747571	FARE PROMISE	
Registration Number:	6037853	FARE PROMISE	
Registration Number:	6053987	FARE PROMISE	
Registration Number:	5919595	MOLLI	
Registration Number:	5747572	FARE PROMISE	
Registration Number:	6037854	FARE PROMISE	
Registration Number:	6059398	FARE PROMISE	
Registration Number:	5915960	FARE PROMISE	
Registration Number:	5904443	ELATED PLATES	
Registration Number:	5747568	ELATED PLATES	
Registration Number:	5915948	ELATED PLATES	
Registration Number:	5904444	ELATED PLATES	
Registration Number:	5747569	ELATED PLATES	
Registration Number:	5915949	ELATED PLATES	
Registration Number:	5518578	ZEE ZEES MIXZEES	
Registration Number:	5523691	ZEE ZEES GRAHAMZ	
Registration Number:	5410065	BLENDERZ	
Registration Number:	5413052	BLENDERZ	

CH \$915.00 5747571

Property Type	Number	Word Mark
Registration Number:	5464734	BLENDERZ
Registration Number:	5139236	FOOD FUNDZ
Registration Number:	5175201	FOOD FUNDZ
Registration Number:	4980161	ALWAYS AVAILABLE
Registration Number:	4966716	ALWAYS AVAILABLE
Registration Number:	5021629	ONGOING OPPORTUNITY BUYS \$\$\$\$\$
Registration Number:	5891556	ZEE ZEES
Registration Number:	5097034	ZEE ZEES
Registration Number:	5097035	ZEE ZEES
Registration Number:	5101837	ZEE ZEES
Registration Number:	5101838	ZEE ZEES
Registration Number:	5891555	ZEE ZEES
Registration Number:	5093755	NATIONAL FOOD GROUP
Registration Number:	5093756	NATIONAL FOOD GROUP
Registration Number:	4876653	OPPORTUNITY BUYS \$\$\$\$\$
Registration Number:	4028391	CAL-15
Registration Number:	4684933	NATIONAL FOOD GROUP
Registration Number:	1868770	OPPORTUNITY BUYS

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: 3132233051
Email: nlevine@dickinsonwright.com
Correspondent Name: Alexis A. Havenstein
Address Line 1: 500 Woodward Ave.
Address Line 2: Suite 4000
Address Line 4: Detroit, MICHIGAN 48226

ATTORNEY DOCKET NUMBER:	000007.7828
NAME OF SUBMITTER:	Alexis Havenstein
SIGNATURE:	/Alexis Havenstein/
DATE SIGNED:	02/11/2022

Total Attachments: 9

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TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Agreement") is entered into as of into as of January 31, 2022 by and between National Food Group, Inc., a Michigan corporation (the "Grantor"), and JPMorgan Chase Bank, N.A., (the "Lender").

Recitals

A. The Grantor, the other Loan Parties party thereto, and Lender are parties to a Credit Agreement dated as of January 31, 2022 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, the Grantor entered into that certain Pledge and Security Agreement dated as of the date hereof (as amended or modified from time to time, the "Security Agreement") with the Lender.

C. Pursuant to the terms of the Security Agreement, the Grantor pledged, assigned, and granted to the Lender, a first-priority security interest in substantially all of the assets of the Grantor, including all right, title, and interest of the Grantor in, to, and under all now owned and hereafter acquired Trademarks and Copyrights and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Secured Obligations.

D. Pursuant to the terms of the Security Agreement, the Grantor is required to execute and deliver to the Lender, this Agreement.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement, the Security Agreement and other Loan Documents, the Grantor hereby grants to the Lender, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title, and interest in, to, and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including any trade name or derivations thereof):

- (1) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith; provided, however, that trademark and trademark application do not include any "intent to use" trademark applications filed under 15 U.S.C. 1051(b) or other applicable statute for which a statement of use has not been filed (but only until such statement is filed and accepted) and such "intent to use" trademark application shall be excluded from trademark and trademark application so long as and only to the extent such grant would result in the forfeiture of a Grantor's rights in such "intent to use" trademark applications;
- (2) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present, or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 1 attached hereto and any trademark issued pursuant to a trademark application referred to in Schedule 1 (items 1 through 2 being herein collectively referred to as the "Trademark Collateral");

- (3) each copyright and copyright application, including without limitation, each copyright and copyright application referred to in Schedule 2 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith; and
- (4) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present, or future infringement of any copyright, including without limitation, any copyright referred to in Schedule 2 attached hereto and any copyright issued pursuant to a copyright application referred to in Schedule 2 (items 3 through 4 being herein collectively referred to as the “Copyright Collateral”).

The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit, or otherwise modify the security interests granted in the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral and the Copyright Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

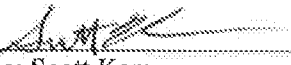
All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

[Signature pages follow]


IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the date first set forth above.

GRANTOR:

NATIONAL FOOD GROUP, INC.

By: 
Name: Scott Kamen
Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A.,
as Lender

By: 
Name: John Petry
Title: Authorized Officer

Signature Page to Trademark and Copyright Security Agreement – National Food Group, Inc.

TRADEMARK
REEL: 007631 FRAME: 0476

SCHEDULE 1

Trademark Applications, Trademarks, and Trademark Licenses

TRADEMARKS APPLICATIONS

None.

TRADEMARKS

Trademark	Design Type	Status	App. No.	App. Date	Reg. No.	Reg. Date	Material
FARE PROMISE		Registered	88041707	July 17, 2018	5747571	May 7, 2019	No
FARE PROMISE		Registered	88041717	July 17, 2018	6037853	April 21, 2020	No
FARE PROMISE		Registered	88014749	July 17, 2018	6053987	May 12, 2020	No
FARE PROMISE		Registered	88041759	July 17, 2018	5919595	Nov. 19, 2019	No
FARE PROMISE		Registered	88041764	July 17, 2018	5747572	May 7, 2019	No
FARE PROMISE		Registered	88041766	July 17, 2018	6037854	April 21, 2020	No
FARE PROMISE		Registered	88041774	July 17, 2018	6059398	May 19, 2020	No
FARE PROMISE		Registered	88041781	July 17, 2018	5915960	Nov. 19, 2019	No
ELATED PLATES		Registered	88040164	July 16, 2018	5904443	November 5, 2019	No
ELATED PLATES		Registered	88040170	July 16, 2018	5747568	May 7, 2019	No
ELATED PLATES		Registered	88040179	July 16, 2018	5915948	Nov. 19, 2019	No
ELATED PLATES		Registered	88040184	July 16, 2018	5904444	Nov. 5, 2019	No

Trademark	Design Type	Status	App. No.	App. Date	Reg. No.	Reg. Date	Material
ELATED PLATES		Registered	88040187	July 16, 2018	5747569	May 7, 2019	No
ELATED PLATES		Registered	88040191	July 16, 2018	5915949	Nov. 19, 2019	No
ZEE ZEES MIXZEES		Registered	87712775	Dec. 7, 2017	5518578	July 17, 2018	Yes
ZEE ZEES GRAHAMZ		Registered	87712768	Dec. 7, 2017	5523691	July 24, 2018	Yes
BLENDERZ		Registered	87172873	Sept. 15, 2016	5410065	Feb. 27, 2018	No
BLENDERZ		Registered	87975061	Sept. 15, 2016	5413052	Feb. 27, 2018	No
BLENDERZ		Registered	87975062	Sept. 15, 2016	5464734	May 8, 2018	No
FOOD FUNDZ		Registered	87087212	June 28, 2016	5139236	Feb. 7, 2017	No
FOOD FUNDZ		Registered	87087226	June 28, 2016	5175201	April 4, 2016	No
ALWAYS AVAILABLE	Always Available	Registered	86870665	Jan. 10, 2016	4980161	June 14, 2016	No
ALWAYS AVAILABLE		Registered	86860343	Dec. 29, 2015	4966716	May 24, 2016	No
ONGOING OPPORTUNITY BUYS \$\$\$\$\$		Registered	86859067	Dec. 28, 2015	5021629	Aug. 16, 2016	No
ZEE ZEES		Registered	86980669	Dec. 9, 2015	5891556	Oct. 22, 2019	Yes
ZEE ZEES		Registered	86842873	Dec. 8, 2015	5097034	Dec. 6, 2016	Yes
ZEE ZEES		Registered	86842898	Dec. 8,	5097035	Dec. 6,	Yes

Trademark	Design Type	Status	App. No.	App. Date	Reg. No.	Reg. Date	Material
				2015		2016	
ZEE ZEES		Registered	86843215	Dec. 8, 2015	5101837	Dec. 13, 2016	Yes
ZEE ZEES		Registered	86843219	Dec. 8, 2015	5101838	Dec. 13, 2016	Yes
ZEE ZEES		Registered	86980668	Dec. 8, 2015	5891555	Oct. 22, 2019	Yes
NATIONAL FOOD GROUP		Registered	86763639	Sept. 21, 2015	5093755	Dec. 6, 2016	Yes
NATIONAL FOOD GROUP		Registered	86763647	Sept. 21, 2015	5093756	Dec. 6, 2016	Yes
OPPORTUNITY BUYS \$\$\$\$\$		Registered	86241092	April 3, 2014	4876653	Dec. 29, 2015	No
CAL-15		Registered	85239766	Feb. 11, 2011	4028391	Sept. 20, 2011	No
NATIONAL FOOD GROUP		Registered	85188547	Dec. 1, 2010	4684933	Feb. 10, 2015	Yes
OPPORTUNITY BUYS		Registered	74474704	Dec. 30, 1993	1868770	Dec. 20, 1994	No

SCHEDULE 2

Copyright Applications, Copyrights, and Copyright Licenses

COPYRIGHT APPLICATIONS

None

COPYRIGHTS

Record Owner	Title	Jurisdiction	Reg. No.	Registration Date	Material
National Food Group, Inc.	ZEE ZEES Boz.		VA0002018931		Yes
National Food Group, Inc.	ZEE ZEE Character: Franz.		VA0002018700		Yes
National Food Group, Inc.	ZEE ZEE Character: Frizlee.		VA0002018701		Yes
National Food Group, Inc.	ZEE ZEE Character: Fuzz.		VA0002019702		Yes
National Food Group, Inc.	ZEE ZEE Character: Gizmo.		VA0002019698		Yes
National Food Group, Inc.	ZEE ZEE Character: Ozcar.		VA0002012940		Yes
National Food Group, Inc.	ZEE ZEE Character: Ozzy.		VA0002012941		Yes
National Food Group, Inc.	ZEE ZEE Character: Tizmo.		VA0002012939		Yes
National Food Group, Inc.	ZEE ZEE Character: Winzu.		VA0002012942		Yes
National Food Group, Inc.	ZEE ZEE Character: Zacky.		VA0002012791		Yes
National Food Group, Inc.	ZEE ZEE Character: Zarl.		VA0002018699		Yes
National Food Group, Inc.	ZEE ZEE Character: Zazu.		VA0002012792		Yes
National Food Group, Inc.	ZEE ZEE Character: Zecky.		VA0002012793		Yes
National Food Group, Inc.	ZEE ZEE Character: Zed.		VA0002012794		Yes
National Food Group, Inc.	ZEE ZEE Character: Zeelo.		VA0002014515		Yes
National Food Group, Inc.	ZEE ZEE Character: Zeep.		VA0002014516		Yes
National Food Group, Inc.	ZEE ZEE Character: Zelda.		VA0002018697		Yes
National Food Group, Inc.	ZEE ZEE Character: Zelly.		VA0002014517		Yes
National Food Group, Inc.	ZEE ZEE Character: Zeph.		VA0002014518		Yes

Record Owner	Title	Jurisdiction	Reg. No.	Registration Date	Material
National Food Group, Inc.	ZEE ZEE Character: Zimmer.		VA0002012828		Yes
National Food Group, Inc.	ZEE ZEE Character: Zippee.		VA0002012823		Yes
National Food Group, Inc.	ZEE ZEE Character: Zooga.		VA0002012824		Yes
National Food Group, Inc.	ZEE ZEE Character: Zoomer.		VA0002012825		Yes
National Food Group, Inc.	ZEE ZEE Character: Zuney.		VA0002012826		Yes
National Food Group, Inc.	ZEE ZEES Cruz.		VA0002018929		Yes
National Food Group, Inc.	ZEE ZEES Enzo.		VA0002018932		Yes
National Food Group, Inc.	ZEE ZEES Fitz.		VA0002018933		Yes
National Food Group, Inc.	ZEE ZEES Grizlee.		VA0002018924		Yes
National Food Group, Inc.	ZEE ZEES Larz.		VA0002018926		Yes
National Food Group, Inc.	ZEE ZEES Lonzo.		VA0002018927		Yes
National Food Group, Inc.	ZEE ZEES Mezlo.		VA0002018928		Yes