

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM712479

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ADAMS EXTRACT & SPICE, LLC		03/03/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TEXAS CAPITAL BANK		
<b>Street Address:</b>	2000 McKinney Avenue		
<b>Internal Address:</b>	Suite 700		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2996551	ADAMS	
<b>Registration Number:</b>	2941343	ADAMS BEST	
<b>Registration Number:</b>	3003329	ADAMS EXTRACT	
<b>Registration Number:</b>	3392845	ADAMS RESERVE	
<b>Registration Number:</b>	3413874	CARNICERIA	
<b>Registration Number:</b>	2918704	CLEARVAN	
<b>Registration Number:</b>	3602926	LIQUID = POWDER	
<b>Registration Number:</b>	3570985	SEAR-N-CRUST	
<b>Registration Number:</b>	3101308	COCINA DEL REY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2147455390		
<i>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.</i>			
<b>Phone:</b>	2147455612		
<b>Email:</b>	ngraham@winstead.com		
<b>Correspondent Name:</b>	Nancy Graham c/o WINSTEAD PC		
<b>Address Line 1:</b>	2728 N. Harwood Street		
<b>Address Line 2:</b>	Suite 500		

CH \$240.00 2996551

<b>Address Line 4:</b>	Dallas, TEXAS 75201
<b>ATTORNEY DOCKET NUMBER:</b>	13279-973
<b>NAME OF SUBMITTER:</b>	Nancy Graham
<b>SIGNATURE:</b>	/Nancy Graham/
<b>DATE SIGNED:</b>	03/07/2022
<b>Total Attachments: 7</b> source=05. Trademark Security Agreement (Adams)#page1.tif source=05. Trademark Security Agreement (Adams)#page2.tif source=05. Trademark Security Agreement (Adams)#page3.tif source=05. Trademark Security Agreement (Adams)#page4.tif source=05. Trademark Security Agreement (Adams)#page5.tif source=05. Trademark Security Agreement (Adams)#page6.tif source=05. Trademark Security Agreement (Adams)#page7.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of March 3, 2022, is made by each of the signatories party hereto (including any permitted successors and assigns, collectively, the "Grantors" and each a "Grantor"), and TEXAS CAPITAL BANK, as Administrative Agent (together with any successors thereto in such capacity, "Administrative Agent") for each of the Secured Creditors.

### BACKGROUND.

Pursuant to the Credit Agreement dated as of the date hereof (such agreement, together with all amendments and restatements thereto, the "Credit Agreement"), among the Administrative Agent, Adams Flavors Holdings, LLC, a Delaware limited liability company (the "Borrower"), the Guarantors from time to time party thereto, and the lenders from time to time party thereto (collectively, the "Lenders" and each individually, a "Lender"), the Lenders have extended commitments to make Credit Extensions to and for the benefit of the Borrower.

In connection with the Credit Agreement, the Grantors, Administrative Agent and the other signatories parties thereto have executed and delivered the Security Agreement dated as of the date hereof (such agreement, together with all amendments and restatements thereto, the "Security Agreement").

Pursuant to the Credit Agreement and the Security Agreement, the Grantors are required to execute and deliver this Agreement and to grant to Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations.

The Grantors have duly authorized the execution, delivery and performance of this Agreement.

It is in the best interests of the Grantors to execute this Agreement inasmuch as the Grantors will derive substantial direct and indirect benefits from the Credit Extensions made from time to time to or for the benefit of the Borrower by Lenders pursuant to the Credit Agreement.

### AGREEMENT.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lenders to make Credit Extensions (including the initial Credit Extension) to the Borrower pursuant to the Credit Agreement, the Grantors agree, for the benefit of Administrative Agent and each other Secured Creditor, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement and the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantors do hereby mortgage, pledge and hypothecate to Administrative Agent, and grant to Administrative Agent a security interest in, for its benefit and the benefit of each Secured Creditor, all right, title, and interest of each such Grantor in and to all of the following property, whether now owned or hereafter acquired or existing (the "Trademark Collateral"):

(a) all United States and foreign 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 of the foregoing items in this clause (a) being collectively called a "Trademark"), including those trademarks registered (or subject to application with) the United States Patent and Trademark Office referred to in Item A of Schedule 1 attached hereto, 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) any Trademark License, including those referred to in Item B of Schedule 1 attached hereto;

(c) all goodwill associated therewith or symbolized by the items described in, clauses (a) and (b), all other assets, rights and interests that uniquely reflect or embody such goodwill;

(d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and

(e) all proceeds of the foregoing, including any income, royalties, and awards and any claim by any Grantor against third parties for past, present, or future infringement of any Trademark or any Trademark licensed under any Trademark License.

Notwithstanding the foregoing, the "Trademark Collateral" shall not include any "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement is filed), or any other Excluded Property (as defined in the Security Agreement).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in the United States and any state thereof. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Administrative Agent for its benefit and the benefit of each Secured Creditor under the Security Agreement. The Security Agreement (and all rights and remedies of Administrative Agent and each Secured Creditor thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control; provided, however, a more expansive or explanatory term or provision shall not be deemed a conflict

SECTION 4. Release of Security Interest. Upon the fulfillment of, and in accordance with, the events and terms set forth in Section 10.9(a)(i) of the Credit Agreement, Administrative Agent shall, at the Grantors' expense, execute and deliver to the Grantors all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

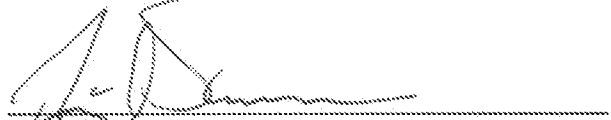
THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTOR:

ADAMS EXTRACT & SPICE, LLC

By:


A handwritten signature in black ink, appearing to read "Daniel Shannon", is written over a horizontal dotted line.

Daniel Shannon

President and Chief Executive Officer

ADMINISTRATIVE AGENT:

TEXAS CAPITAL BANK

By:   
William J. Rolley  
Executive Vice President