

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM729616

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wm. Bolthouse Farms, Inc.		05/20/2022	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	900 W. Trade St., 6th Floor		
Internal Address:	MC: NC1-026-06-03		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	6436000	WUNDERROOTS	
Serial Number:	90726603	RED GOODNESS	
Serial Number:	90705610	KEEP WUNDERING	
Serial Number:	88857526	GENEROUS BY NATURE	
Serial Number:	88794226	GENEROUS X NATURE	
Serial Number:	88794224	GENEROUS BY NATURE	
Serial Number:	88794220	GXN	
Serial Number:	88699587	GENEROUS X NATURE	
Serial Number:	88699578	GXN	
Serial Number:	88611378	BOLTHOUSE FARMS PROTEIN KETO	
Serial Number:	88536632	PLANTS POWERING PEOPLE	
Serial Number:	88536620	GENEROUS FOODS	
Serial Number:	88530828	BOLTHOUSE FARMS BOLTS	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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>			
Phone:	7043311000		

OP \$340.00 6436000

Email: amberwest@mvalaw.com, PTO_TMconfirmation@mvalaw.com,
Correspondent Name: MOORE & VAN ALLEN PLLC
Address Line 1: 100 North Tryon Street, Suite 4700
Address Line 4: Charlotte, NORTH CAROLINA 28202-4003

ATTORNEY DOCKET NUMBER: 017625.5192

NAME OF SUBMITTER: John Slaughter

SIGNATURE: /john slaughter/

DATE SIGNED: 05/23/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated May 20, 2022, is made by the Person listed on the signature pages hereof (the “Grantor”) in favor of BANK OF AMERICA, N.A. (“BOFA”) as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, Generis Buyer, Inc., a Delaware corporation (the “Lead Borrower”), BF Bolt-house Holdco LLC, a Delaware limited liability company (“BF Borrower” and together with the Lead Borrower, each a “Borrower” and collectively, the “Borrowers”), each Guarantor from time to time party thereto, BOFA, as administrative agent (in such capacity, and together with its successors and permitted assigns, the “Administrative Agent”), collateral agent (in such capacity, and together with its successors and permitted assigns, the “Collateral Agent”), swing line lender and an L/C issuer, each Lender from time to time party thereto and the other parties thereto have entered into the Credit Agreement dated as of June 17, 2019 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, including by that certain Amendment No. 1 to the Credit Agreement, dated as of the date hereof, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans to the Borrowers upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of Grantor’s right, title and interest in and to the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule 1 hereto (excluding any Excluded Property) (the “Collateral”).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this Trademark Security Agreement secures the payment of all Obligations of Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in 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 Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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

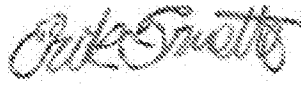
WM. BOLTHOUSE FARMS, INC.,
a Michigan corporation

By: 
Name: Michael Rosenthal
Title: Chief Financial Officer and Chief
Innovation Officer

Signature Page to
Trademark Security Agreement

TRADEMARK
REEL: 007730 FRAME: 0131

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: Erik Truette
Title: Vice President

SCHEDULE 1

**Wm. Bolthouse Farms, Inc.
(Michigan Corporation)**

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
WUNDERROOTS	6436000	07/27/2021

Trademark Applications¹

Mark	Appl. No.	Filing Date
RED GOODNESS	90726603 Intent-to-Use	05/21/2021
KEEP WUNDERING	90705610 Intent-to-Use	05/12/2021
GENEROUS BY NATURE	88857526 Intent-to-Use	04/02/2020
GENEROUS X NATURE	88794226 Intent-to-Use	02/12/2020
GENEROUS BY NATURE	88794224 Intent-to-Use	02/12/2020
GXN	88794220 Intent-to-Use	02/12/2020
GENEROUS X NATURE	88699587 Intent-to-Use	11/20/2019
GXN	88699578 Intent-to-Use	11/20/2019
BOLTHOUSE FARMS PROTEIN KETO	88611378 Intent-to-Use	09/10/2019
PLANTS POWERING PEOPLE	88536632 Intent-to-Use	07/25/2019
GENEROUS FOODS	88536620 Intent-to-Use	07/25/2019
BOLTHOUSE FARMS BOLTS	88530828 Intent-to-Use	07/23/2019

¹ With respect to each trademark application below, the Grantor and the Collateral Agent acknowledged and agreed that Excluded Property includes any intent-to-use trademark application in the United States prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment, or enforcement of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable Federal law.