

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM730864

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JRC Leasing, LLC		05/27/2022	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	600 White Plains Road, 2nd Floor		
City:	Tarrytown		
State/Country:	NEW YORK		
Postal Code:	10591		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	90530739	ORIGINAL BUFFALO STYLE CHICKEN LOGS	
Serial Number:	87364470	ORIGINAL APPLE PIE LOGS	
Serial Number:	88826251	ORIGINAL TACO LOGS	
Serial Number:	87863359	APPLE PIE. REINVENTED.	
Serial Number:	88111743	ORIGINAL BREAKFAST LOGS	
Serial Number:	88123343	BREAKFAST. REINVENTED.	
Serial Number:	86102892	ORIGINAL PIZZA LOGS	
Serial Number:	85844055	PIZZA LOGS	
CORRESPONDENCE DATA			
Fax Number:	8669471121		
<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:	585-263-1000		
Email:	nytm@nixonpeabody.com		
Correspondent Name:	Kristen M. Walsh, Nixon Peabody LLP		
Address Line 1:	1300 Clinton Square		
Address Line 4:	Rochester, NEW YORK 14604		
ATTORNEY DOCKET NUMBER:	731864-504		
NAME OF SUBMITTER:	Kristen Mollnow Walsh		

CH \$215.00 90530739

SIGNATURE:	/kristenmwash/
DATE SIGNED:	05/27/2022
Total Attachments: 6 source=Albies - Amended and Restated IP Security Agreement (002)#page1.tif source=Albies - Amended and Restated IP Security Agreement (002)#page2.tif source=Albies - Amended and Restated IP Security Agreement (002)#page3.tif source=Albies - Amended and Restated IP Security Agreement (002)#page4.tif source=Albies - Amended and Restated IP Security Agreement (002)#page5.tif source=Albies - Amended and Restated IP Security Agreement (002)#page6.tif	

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”) is made as of May 27, 2022 (the “Effective Date”) between each of the signatories hereto (collectively, the “Grantors”) in favor of KEYBANK NATIONAL ASSOCIATION, as Lender (in such capacity, the “Lender”) (as defined in the Pledge and Security Agreement as defined below).

RECITALS:

WHEREAS, the Lender and Albie’s Food Products, LLC previously entered into the Intellectual Property Security Agreement, dated as of September 4, 2022 (as amended or modified from time to time prior to the date hereof, the “Existing IP Security Agreement”);

WHEREAS, reference is made to that certain Amended and Restated Pledge and Security Agreement, dated as of May 27, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), by and among the Grantors, the other grantors party thereto and the Lender;

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Lender a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities; and

WHEREAS, Albie’s Food Products, LLC wishes to affirm its obligations under the Existing IP Security Agreement and wishes to amend and restate the terms of the Existing IP Security Agreement as set forth herein;

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Lender agree as follows:

Section 1. Grant of Security. Albie’s Food Products, LLC acknowledges and agrees with the Lender that the Existing IP Security Agreement is amended, restated and superseded in its entirety, and the security interest granted and existing under the Existing IP Security Agreement is continuing and subsisting, pursuant to the terms hereof. As collateral security for the Secured Obligations, each Grantor hereby grants to the Lender a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “Intellectual Property Collateral”):

(a) All United States, and foreign copyrights (including Community designs), including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 U.S.C. §901 of the U.S. Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 1 hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the “Copyrights”).

(b) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in Schedule 1 hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “Patents”).

(c) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in Schedule 1 hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “Trademarks”).

(d) All trade secrets and all other confidential or proprietary information and know-how regardless of whether such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret and to enjoin or collect damages for the actual or threatened misappropriation of any Trade Secret; and (ii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “Trade Secrets”).

(e) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, (i) the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1 hereto, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Lender have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

ALBIE'S FOOD PRODUCTS, LLC

By 
Name: Kevin Delaplane
Title: Vice President

Effective immediately upon consummation of the acquisition thereof.

FINGER FOOD PRODUCTS, LLC

By 
Name: Kevin Delaplane
Title: Vice President

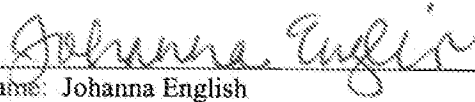
JRC LEASING, LLC

By 
Name: Kevin Delaplane
Title: Vice President

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

TRADEMARK
REEL: 007735 FRAME: 0968

KEYBANK NATIONAL ASSOCIATION, as Lender

By: 
Name: Johanna English
Title: Vice President

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

TRADEMARK
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SCHEDULE 1 TO
AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Copyrights

None.

2. Patents

None.

3. Trademarks

Credit Party	Trademarks	Registration Date	Status	Serial No
Albie's Food Products, LLC	E.Z. Jammers	August 26, 2014	Active	86-012,946
Albie's Food Products, LLC	Piepers Meat & Veggie Pies	January 11, 2022	Active	90-525,615
JRC Leasing, LLC	Original Buffalo Style Chicken Logs	October 19, 2021	Active	90-530,739
JRC Leasing, LLC	Original Apple Pie Logs	October 31, 2017	Active	87-364,470
JRC Leasing, LLC	Original Taco Logs	August 11, 2020	Active	88-826,251
JRC Leasing, LLC	Apple Pie. Reinvented.	January 29, 2019	Active	87-863,359
JRC Leasing, LLC	Original Breakfast Logs	February 5, 2019	Active	88-111,743
JRC Leasing, LLC	Breakfast. Reinvented.	June 11, 2019	Active	88-123,343
JRC Leasing, LLC	Original Pizza Logs	July 1, 2014	Active	86-102,892
JRC Leasing, LLC	Pizza Logs	October 8, 2013	Active	85-844,055

3. Licenses

None.