

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM733198

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ESHA Research, LLC		06/08/2022	Limited Liability Company: OREGON
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as administrative agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	88059892	COMPOSITE INGREDIENT	
Serial Number:	90148677	REX	
Serial Number:	87692113	E	
Serial Number:	87547646	FOOD PROCESSOR	
Serial Number:	87547727	FOOD PROCESSOR	
Serial Number:	87547779	GENESIS R&D	
Serial Number:	87547816	FOOD PRODIGY	
Serial Number:	87547865	E	
Serial Number:	87536727	ESHA RESEARCH	
Serial Number:	87532997	E	
Serial Number:	87353440	ESHA	
Serial Number:	87353446	ESHA	
Serial Number:	78094650	GENESIS R&D	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		

CH \$340.00 88059892

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER: Raquel Haleem

SIGNATURE: /Raquel Haleem/

DATE SIGNED: 06/08/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 8, 2022, is made by the undersigned Grantor in favor of Ares Capital Corporation (“Ares”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 8, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantor, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Ares, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than each Borrower with respect to itself) has agreed, pursuant to the Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the “Guaranty and Security Agreement”), to guarantee the Guaranteed Obligations of the Borrowers; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses included in the Collateral, including, without limitation, those Trademark registrations and applications referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, for the avoidance of doubt, no Trademark Collateral shall include any Excluded Property.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the Guaranty and Security Agreement and this Trademark Security Agreement, the applicable terms and provisions of the Guaranty and Security Agreement shall control.

Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark and IP Licenses subject to a security interest hereunder.

Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Release and Termination. At the time provided in subsection 8.10(b)(iii) of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantors. At the request of Grantor following any such termination, the Administrative Agent shall promptly execute and deliver to Grantor such documents as Grantor reasonably requests to evidence such termination at the sole cost and expense of Grantor.

[SIGNATURE PAGES FOLLOW]

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

ESHA RESEARCH, LLC
as Grantor

By: 

Name: Brian S. Sauer


Title: Vice President and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007746 FRAME: 0143

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION
as Administrative Agent

By: 
Name: Mark Affolter
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007746 FRAME: 0144

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner/Applicant
COMPOSITE INGREDIENT	88059892	7/31/18	5677067	2/12/19	ESHA Research, LLC
REX	90148677	8/31/20	6577726	11/30/21	ESHA Research, LLC
E	87692113	11/20/17	5507575	7/3/18	ESHA Research, LLC
FOOD PROCESSOR	87547646	7/28/17	5396462	2/6/18	ESHA Research, LLC
FOOD PROCESSOR	87547727	7/28/17	5396463	2/6/18	ESHA Research, LLC
GENESIS R&D	87547779	7/28/17	5422541	3/13/18	ESHA Research, LLC
FOOD PRODIGY	87547816	7/28/17	5396464	2/6/18	ESHA Research, LLC
E	87547865	7/28/17	5412361	2/27/18	ESHA Research, LLC
ESHA RESEARCH	87536727	7/20/17	5396404	2/6/18	ESHA Research, LLC
E	87532997	7/18/17	5411864	2/27/18	ESHA Research, LLC
ESHA	87353440	2/28/17	5286156	9/12/17	ESHA Research, LLC
ESHA	87353446	2/28/17	5310090	10/17/17	ESHA Research, LLC
GENESIS R&D	78094650	11/21/01	2688752	2/18/03	ESHA Research, LLC