

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744619

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PB2 FOODS, INC.		07/29/2022	Corporation:
RECEIVING PARTY DATA			
Name:	BANKUNITED, N.A.		
Street Address:	7825 NW 148th St.		
Internal Address:	Attn: Adam Gordon		
City:	Miami Lakes		
State/Country:	FLORIDA		
Postal Code:	33016		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	90872013	PLANT-BASED WITH TASTE	
Serial Number:	88721012	BORN 2B WILD	
Registration Number:	6064984	PB2	
Registration Number:	6064985	PB2	
Registration Number:	3653083	PB2	
Registration Number:	3665511	PB2 POWDERED PEANUT BUTTER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6784068702		
Email:	trademarks@bakerdonelson.com		
Correspondent Name:	Baker Donelson		
Address Line 1:	3414 Peachtree Road NE		
Address Line 2:	Suite 1500		
Address Line 4:	Atlanta, GEORGIA 30326		
NAME OF SUBMITTER:	Lisa L Stoffregen		
SIGNATURE:	/lisa l stoffregen/		
DATE SIGNED:	07/29/2022		

CH \$165.00 90872013

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of July 29, 2022, by PB2 FOODS, INC., a Georgia corporation ("Grantor"), in favor of BANKUNITED, N.A., a national banking corporation (together with its successors and assigns, "Grantee"):

RECITALS

A. Grantor and Grantee are parties to that certain Loan Agreement dated as of the date hereof (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), providing for certain loans and other financial accommodations to be made to Grantor by Grantee.

B. Pursuant to the terms of certain of the Security Documents now and/or hereafter executed by Grantor in favor of Grantee, Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired: (i) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise and (ii) all renewals thereof ((i) and (ii), collectively, "Trademarks"), (iii) any agreement, written or oral, providing for the grant by or to Grantor of any right to use any Trademark (collectively, the "Trademark Licenses"), (iv) the goodwill of the business symbolized by Grantor's Trademarks, and (v) all products and proceeds thereof, to secure the payment of all Obligations owing by Grantor or any other Loan Party under the Loan Agreement or other Security Document.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement and Security Documents. The Loan Agreement and the Security Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under any other Security Document, Grantor hereby grants to Grantee and hereby reaffirms its prior grant pursuant to the Security Documents of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing and hereafter created, acquired or arising:

(a) each Trademark License and Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the

goodwill of the business connected with the use of, and symbolized by, each Trademark;
and

(b) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

3. Agreement to Deliver Supplements. Grantor hereby covenants and agrees that, promptly upon it acquiring any rights in any new Trademark or Trademark License, Grantor shall (including any new trademark application and any new trademark registered with respect to any trademark application previously listed on Schedule 1 hereto or on Schedule 1 to any other supplement delivered to Grantee in accordance with this paragraph, "New Trademarks") and (ii) deliver to Grantee a duly executed supplement to this Agreement in the form of Exhibit A hereto, listing all such New Trademarks on Schedule 1 thereto, pursuant to which Grantor shall grant and reconfirm the grant of a security interest in such New Trademarks and the proceeds thereof to Grantee to secure the Obligations, which such supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office.

4. Representations and Warranties. Grantor hereby represents and warrants to Grantee that Schedule 1 sets forth a full, complete and correct list of all issued Trademarks and pending trademark applications, owned by Grantor as of the date hereof.

5. Events of Default and Remedies. Upon the occurrence of and during the continuance of any Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Loan Agreement or any other Security Document, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademark Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code as in effect in the State of Georgia from time to time.

6. Governing Law; Venue; Waiver of Jury Trial. Sections 13.1 and 13.3 of the Loan Agreement are hereby incorporated by reference as if fully set forth herein.

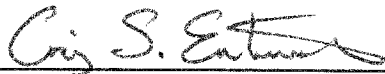
7. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

PB2 FOODS, INC., a Georgia corporation

By: 

Name: Craig S. Entwistle

Title: President

Accepted and agreed to as of the date first above written:

GRANTEE:

BANKUNITED, N.A.

By: _____

Name: Adam Gordon

Title: Market Executive

[Trademark Security Agreement]

TRADEMARK
REEL: 007806 FRAME: 0503

IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

PB2 FOODS, INC., a Georgia corporation

By: _____
Name: Craig S. Entwistle
Title: President

Accepted and agreed to as of the date first above written:

GRANTEE:

BANKUNITED, N.A.

By: Adam Gordon
Name: Adam Gordon
Title: Market Executive

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

IP Office	Mark	Application Number	App. Date/ Filing Date	Registration Number	Reg. Date/ Issue Date
United States (USPTO)	PLANT-BASED WITH TASTE	90872013	08/09/2021		
United States (USPTO)	BORN 2B WILD	88721012	12/10/2019		
United States (USPTO)	PB2	88103893	09/04/2018	6064984	05/26/2020
United States (USPTO)	PB2	88103900	09/04/2018	6064985	05/26/2020
European Union (EUIPO)	PB2	6776553	03/24/2008	6776553	01/21/2009
United Kingdom (UKIPO)	PB2	UK00906776553	03/24/2008		01/21/2009
United States (USPTO)	PB2	77288152	09/25/2007	3653083	07/14/2009
United States (USPTO)	PB2 POWDERED PEANUT BUTTER	77288158	09/25/2007	3665511	08/11/2009
WIPO (WIPO Madrid)	PB2	145959260	04/28/2021	1599474	04/28/2021
Canada (CIPO)	PB2	1946371	02/14/2019		
South Africa (CIPC)	PB2	2021/18674	06/29/2021		
Australia (IPA)	PB2	2191070	04/28/2022		

EXHIBIT A

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the "**Supplement**") made as of this ___ day of _____, 20__ by PB2 FOODS, INC., a Georgia corporation (the "**Grantor**"), in favor of BANKUNITED, N.A., a national banking association (together with its successors and assigns, "**Grantee**");

W I T N E S S E T H:

WHEREAS, Grantor and Grantee are parties to that certain Loan Agreement dated as of July 29, 2022 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**");

WHEREAS, Grantor and Grantee are parties to a certain Trademark Security Agreement dated as of July 29, 2022 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "**Trademark Agreement**"); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement);

WHEREAS, pursuant to the terms of the Trademark Agreement, Grantor has granted to Grantee to secure the Obligations a security interest in and to all of Grantor's now existing and hereafter New Trademarks and all proceeds thereof; and

WHEREAS, also pursuant to the Trademark Agreement, Grantor has agreed that in connection with the acquisition by Grantor of any New Trademarks, Grantor shall deliver to Grantee a Supplement to the Trademark Agreement pursuant to which Grantor shall grant and reconfirm the grant by it of a security interest in all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under the any of the Security Documents, Grantor hereby grants to Grantee and hereby reaffirms its prior grant pursuant to the Security Documents, specifically including the Trademark Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, including any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark, and agrees that all such New Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Representations and Warranties. Grantor hereby represents and warrants to Grantee that Schedule A sets forth a full, complete and correct list of all issued New Trademarks and pending applications for Trademarks owned by Grantor as of the date hereof that were not (i) listed on the Schedule 1 delivered in connection with the original Trademark Agreement or (ii) listed on the Schedule A delivered in connection with any Supplement to the Trademark Agreement delivered by Grantor to Grantee prior to the date hereof.

3. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

4. Governing Law. THIS SUPPLEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

5. Counterparts. This Supplement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Supplement. Delivery of an executed counterpart of this Supplement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Supplement.

[Signatures on Following Page]

IN WITNESS WHEREOF, intending to be legally bound, the undersigned has duly executed this Supplement to the Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

PB2 FOODS, INC., a Georgia corporation

By: _____
Name: _____
Title: _____

Accepted and agreed to as of the date first above written:

GRANTEE:

BANKUNITED, N.A.

By: _____
Name: _____
Title: _____

SCHEDULE A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED _____

Trademark Applications

Trademark/Service Mark	Serial Number	Filing Date	Goods/Services

Trademarks

Trademark/Service Mark	Registration Number	Registration Date	Goods/Services