

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM745699

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Grain Craft, LLC		08/02/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	1525 West W.T. Harris Blvd.		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	0255490	ACE HI	
Registration Number:	0088260	ACHIEVER	
Registration Number:	2175145	AVALANCHE	
Registration Number:	3041469	BAKERS CRAFT	
Registration Number:	1915248	BIG GUN	
Registration Number:	2874045	BIG SPRING	
Registration Number:	4877740	BLENDAKO	
Registration Number:	2236527	BLUE RIBBON	
Registration Number:	2300129	COLLINS BEST	
Registration Number:	4877309	DIAMONDHEAD	
Registration Number:	3966350	GOLDEN MOUNTAIN	
Registration Number:	4901122	GRAIN CRAFT	
Registration Number:	4800627	GRAIN CRAFT	
Registration Number:	4901123	GRAIN CRAFT	
Registration Number:	4922012	HAWAIIAN BAKER'S SPECIAL	
Registration Number:	4877310	HIBISCUS	
Registration Number:	5626455	I GLUTEN	
Registration Number:	4894703	IMUA	
Registration Number:	4877308	KILAUEA	

OP \$865.00 0255490

Property Type	Number	Word Mark
Registration Number:	2175143	MAYFAIR
Registration Number:	4703378	MONDAKO
Registration Number:	0090316	MONDAKO
Registration Number:	0127610	MORBREAD
Registration Number:	5452666	OPENING THE GOODNESS OF WHEAT
Registration Number:	2222908	POWER
Registration Number:	0090977	POWER
Registration Number:	4904202	PUA LEI
Registration Number:	4302235	QUEEN
Registration Number:	3657847	SPUN WHITE
Registration Number:	2099412	TITAN
Serial Number:	97333729	UPSTREAM INNOVATION
Registration Number:	2175142	WHITE CHIEF
Registration Number:	4695668	WHITE SPEAR
Registration Number:	0310457	WHITE SPEAR

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 18007130755
Email: Ted.mulligan@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	08/03/2022

Total Attachments: 7
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Grain Craft, LLC

- Individual(s) Association
- Partnership Limited Partnership
- Corporation- State: _____
- Other Limited Liability Company - Delaware

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 2, 2022

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Bank, National Association,
as Collateral Agent

Street Address: 1525 West W.T. Harris Blvd.

City: Charlotte

State: NC

Country: USA Zip: 28262

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
see attached Schedule I

B. Trademark Registration No.(s)
see attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: Grain Craft.Project Golden (91350.0352)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved: 34

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Doris Ka

Signature

August 2, 2022

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 2, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified, this “Agreement”), by and between GRAIN CRAFT, LLC, a Delaware limited liability company (the “Grantor”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as Collateral Agent (together with any successor collateral agent permitted by the terms of the Credit Agreement referenced below, the “Collateral Agent”).

Reference is made to the Guarantee and Collateral Agreement, dated as of August 2, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Grantors (as defined therein) and the Collateral Agent. The Lenders and Issuing Banks have agreed to extend credit to RCI Golden Purchaser, LLC, a Delaware limited liability company, and Grain Craft, LLC, a Delaware limited liability company, subject to the terms and conditions set forth in the Credit Agreement referred to in the Collateral Agreement. The Grantor will derive substantial benefits from the extensions of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the respective meanings specified in the Collateral Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as applicable, in full of the Obligations, the Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, all right, title and interest in, to or under all of the following assets and properties of the Grantor now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future acquires any right, title or interest (in each case, excluding any Excluded Asset, collectively, the “Trademark Collateral”):

- (a) all United States Trademarks, including those United States Trademarks listed on Schedule I;
- (b) any and all claims for damages and injunctive relief for past, present and future infringement, misuse, misappropriation or other violation with respect to any such Trademarks, with the right, but not the obligation to sue for and collect or otherwise recover, such damages; and
- (c) all Proceeds and products of all such Trademarks and all collateral security, supporting obligations and guarantees given by any Person with respect to any such Trademarks.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the payment in full of the Obligations and the termination of the Collateral Agreement, at the request of the Grantor, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which constitute an original but all of which when taken together shall constitute a single contract.

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

SECTION 7. Recordation. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRAIN CRAFT, LLC

By: Rob Noland
Name: Rob Noland
Title: Responsible Officer

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: Christine Gardiner
Name: Christine Gardiner
Title: Senior Vice President

SCHEDULE I

TRADEMARKS OWNED BY GRANTOR

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Grain Craft, Inc.	Ace Hi (Stylized)	71264287	04/04/1928	0255490	04/23/1929
2.	Grain Craft, Inc.	ACHIEVER & Design	71063702	05/21/1912	0088260	09/10/1912
3.	Grain Craft, Inc.	AVALANCHE	75348180	08/27/1997	2175145	07/21/1998
4.	Grain Craft, Inc.	BAKERS CRAFT	78523373	11/28/2004	3041469	01/10/2006
5.	Grain Craft, Inc.	BIG GUN	74538817	06/17/1994	1915248	08/29/1995
6.	Grain Craft, Inc.	BIG SPRING	76542702	09/02/2003	2874045	08/17/2004
7.	Grain Craft, Inc.	BLENDAKO	86678414	06/30/2015	4877740	12/29/2015
8.	Grain Craft, Inc.	BLUE RIBBON	75348177	08/27/1997	2236527	04/06/1999
9.	Grain Craft, Inc.	COLLINS BEST	75637189	02/01/1999	2300129	12/14/1999
10.	Grain Craft, Inc.	DIAMONDHEAD	86627932	05/13/2015	4877309	12/29/2015
11.	Grain Craft, Inc.	Golden Mountain	85160233	10/25/2010	3966350	05/24/2011
12.	Grain Craft, Inc.	GRAIN CRAFT	86655915	06/09/2015	4901122	02/16/2016
13.	Grain Craft, Inc.	GRAIN CRAFT & Design	86270096	05/02/2014	4800627	08/25/2015
14.	Grain Craft, Inc.	GRAIN CRAFT & Design	86655937	06/09/2015	4901123	02/16/2016
15.	Grain Craft, Inc.	HAWAIIAN BAKER'S SPECIAL	86627924	05/13/2015	4922012	03/22/2016
16.	Grain Craft, Inc.	HIBISCUS	86627960	05/13/2015	4877310	12/29/2015
17.	Grain Craft, Inc.	I "LOVE" GLUTEN & Design	87875559	04/13/2018	5626455	12/11/2018
18.	Grain Craft, Inc.	IMUA	86627927	05/13/2015	4894703	02/02/2016
19.	Grain Craft, Inc.	KILAUEA	86627928	05/13/2015	4877308	12/29/2015
20.	Grain Craft, Inc.	MAYFAIR	75348178	08/27/1997	2175143	07/21/1998
21.	Grain Craft, Inc.	MONDAKO	86345648	07/23/2014	4703378	03/17/2015
22.	Grain Craft, Inc.	MONDAKO & Design	71066846	11/12/1912	0090316	02/18/1913
23.	Grain Craft, Inc.	MORBREAD	71116710	03/19/1919	0127610	11/18/1919
24.	Grain Craft, Inc.	OPENING THE GOODNESS OF WHEAT	87615906	09/20/2017	5452666	04/24/2018
25.	Grain Craft, Inc.	POWER	75458476	03/27/1998	2222908	02/09/1999

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
26.	Grain Craft, Inc.	POWER & Design	71066424	10/21/1912	0090977	04/08/1913
27.	Grain Craft, Inc.	PUA LEI	86627944	05/13/2015	4904202	02/23/2016
28.	Grain Craft, Inc.	Queen	85435806	09/29/201	4302235	03/12/2013
29.	Grain Craft, Inc.	SPUN WHITE	77652296	01/19/2009	3657847	07/21/2009
30.	Grain Craft, Inc.	TITAN	75178247	10/07/1996	2099412	09/23/1997
31.	Grain Craft, Inc.	UPSTREAM INNOVATION	97333729	03/28/2022	NA	NA
32.	Grain Craft, Inc.	WHITE CHIEF	75348176	08/27/1997	2175142	07/21/1998
33.	Grain Craft, Inc.	WHITE SPEAR	86345652	07/23/2014	4695668	03/03/2015
34.	Grain Craft, Inc.	WHITE SPEAR & Design	71343167	11/02/1933	0310457	02/27/1934