

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM756414

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TILLAMOOK COUNTRY SMOKER, LLC		09/20/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PROTERRA FINANCE 2 LLC, as Collateral Agent		
Street Address:	33 South Sixth Street, Suite 4100		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3214413	TILLAMOOK COUNTRY SMOKER	
Registration Number:	5118607	SIMPLY T CRAFTED	
Registration Number:	3000737	GRAB WRAP	
Registration Number:	2703303	BEEF STEAK NUGGETS	
Registration Number:	1836313	THE JERKY FACTORY	
Registration Number:	2156825	T	
Serial Number:	97405068	CHOPHOUSE BITES	
Registration Number:	5636595	TILLAMOOK COUNTRY SMOKER	
Registration Number:	5614998	TILLAMOOK COUNTRY SMOKER	
CORRESPONDENCE DATA			
Fax Number:	5032202480		
<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:	503-294-9848		
Email:	lisa.davis@stoel.com		
Correspondent Name:	Stoel Rives LLP - Anne W. Glazer		
Address Line 1:	760 SW Ninth Avenue, Suite 3000		
Address Line 4:	Portland, OREGON 97205		
ATTORNEY DOCKET NUMBER:	70981-22		

OP \$240.00 3214413

NAME OF SUBMITTER:	Lisa M. Davis, Paralegal
SIGNATURE:	/lisamdavis/
DATE SIGNED:	09/20/2022
Total Attachments: 6 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif	

Trademark Security Agreement

This **TRADEMARK SECURITY AGREEMENT** (this “*Trademark Security Agreement*”), dated as of September 20, 2022 is made by and between **TILLAMOOK COUNTRY SMOKER, LLC**, a Delaware limited liability company (“*Grantor*”) in favor of **PROTERRA FINANCE 2 LLC**, a Delaware limited liability company, as Collateral Agent for itself and the Lenders (in such capacity, together with its successors and permitted assigns, the “*Collateral Agent*”).

RECITALS

A. Grantor has entered into a Loan Agreement of even date herewith (the “*Loan Agreement*”), with the Collateral Agent.

B. As a condition precedent to the making of the loan by the Collateral Agent under the Loan Agreement, Grantor has executed and delivered to the Collateral Agent that certain Pledge and Security Agreement of even date herewith, made by and among Grantor, the other parties thereto and Collateral Agent (the “*Security Agreement*”).

C. Under the terms of the Security Agreement, Grantor has granted to the Collateral Agent a first priority security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

AGREEMENT

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

1. Grant of Security. Grantor hereby pledges and grants to Collateral Agent a first priority security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the “*Trademark Collateral*”):

(a) the United States trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the “*Trademarks*”), excluding only United States intent-to-use trademark applications prior to the filing and acceptance of a “statement of use” with respect thereto, solely if, and to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by Collateral Agent.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Collateral Agent with respect to the Trademark Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security 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 to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[signature page follows]

IN WITNESS WHEREOF, 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.

TILLAMOOK COUNTRY SMOKER, LLC
a Delaware limited liability company

By: Charles T. McCraw, Jr.
Name: Charles T. McCraw, Jr.
Title: Chief Financial Officer

Accepted and agreed:

PROTERRA FINANCE 2 LLC,
a Delaware limited liability company

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, 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.

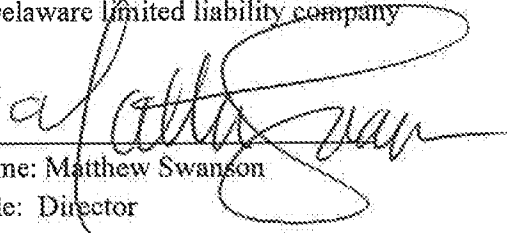
TILLAMOOK COUNTRY SMOKER, LLC
a Delaware limited liability company

By: _____
Name:
Title:

Accepted and agreed:

PROTERRA FINANCE 2 LLC,
a Delaware limited liability company

By:



Name: Matthew Swanson
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007850 FRAME: 0504

**SCHEDULE 1
TRADEMARKS**

Mark	Registration Number	Owner of Record
TILLAMOOK COUNTRY SMOKER	3214413	Tillamook Country Smoker, LLC
	5118607	Tillamook Country Smoker, LLC
GRAB WRAP	3000737	Tillamook Country Smoker, LLC
	2703303	Tillamook Country Smoker, LLC
	1836313	Tillamook Country Smoker, LLC
	2156825	Tillamook Country Smoker, LLC
CHOPHOUSE BITES	Serial No. 97405068	Tillamook Country Smoker, LLC
	5636595	Tillamook Country Smoker, LLC

Mark	Registration Number	Owner of Record
 The logo features the word "TILLAMOOK" in a large, bold, serif font at the top. Below it, the words "COUNTRY" and "SMOKER" are written in a smaller, similar font, separated by a stylized circular emblem containing a large letter "T".	5614998	Tillamook Country Smoker, LLC