

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM776644

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pervine Foods, LLC		11/30/2022	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KeyBank, National Association		
<b>Street Address:</b>	600 White Plains Road, 2nd Floor		
<b>City:</b>	Tarrytown		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10591		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5477254	FIT CRUNCH	
<b>Registration Number:</b>	4501292	FIT CRUNCH	
<b>Registration Number:</b>	5698922	FIT FOR SNACKING	
<b>Registration Number:</b>	6192648	FIT FOR YOU	
<b>Registration Number:</b>	6274336	FITBAR	
<b>Registration Number:</b>	4250341	FITBAR	
<b>Registration Number:</b>	5632565	FITCRUNCH	
<b>Registration Number:</b>	5932995	FITCRUNCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	585-263-1065		
<b>Email:</b>	nytm@nixonpeabody.com		
<b>Correspondent Name:</b>	Kristen M. Walsh, Nixon Peabody LLP		
<b>Address Line 1:</b>	1300 Clinton Square		
<b>Address Line 4:</b>	Rochester, NEW YORK 14604		
<b>ATTORNEY DOCKET NUMBER:</b>	731864-726		
<b>NAME OF SUBMITTER:</b>	Kristen M. Walsh		

CH \$215.00 5477254

<b>SIGNATURE:</b>	/kristenmwalsh/
<b>DATE SIGNED:</b>	12/27/2022
<b>Total Attachments: 3</b> source=Pervine#page1.tif source=Pervine#page2.tif source=Pervine#page3.tif	

## **NOTICE OF SECURITY INTEREST IN U.S. TRADEMARKS**

This Notice of Security Interest in U.S. Trademarks (this “Notice of Security Interest”), dated as of November 30, 2022, is made by Pervine Foods, LLC, a Pennsylvania limited liability company (the “Grantor”) in favor of KeyBank, National Association (the “Bank”).

WHEREAS, the Grantor has adopted, used and is using the United States trademarks listed on the annexed Schedule A, which trademarks are registered in or subject to trademark applications filed in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, pursuant to that certain First Amended and Restated Credit Agreement, dated as of December 31, 2019, by and between the Grantor and the Bank (as the same has been and may be further amended, restated, modified or supplemented from time to time, the “Credit Agreement”), the Grantor is obligated to the Bank and the Grantor has entered into that certain First Amended and Restated Patent, Trademark and Copyright Security Agreement, dated as of December 31, 2019 (as amended, including by First Amendment to First Amended and Restated Credit Agreement and Omnibus Amendment to Loan Documents dated as of November 30, 2022, the “Trademark Grant”) in favor of the Bank; and

WHEREAS, pursuant to the Trademark Grant, the Grantor has mortgaged, pledged, granted and conveyed to the Bank, a first-priority security interest in and to and Lien on all of the Grantor’s right, title and interest in and to the Trademarks, together with the goodwill associated therewith, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the “Trademark Collateral”) to secure the payment and performance of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Grantor does hereby confirm its grant to the Bank of a pledge of, security interest in, and Lien on, the Trademark Collateral to secure prompt payment and performance of the Obligations.

The Grantor does hereby further acknowledge and affirm that (i) the rights and remedies of the Bank with respect to the pledge of, security interest in, and Lien on, the Trademark Collateral made and granted hereby are more fully set forth in the Trademark Grant, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Notice of Security Interest and (ii) in accordance with Paragraph 7 of the Trademark Grant, the Bank is authorized as the Grantor’s attorney in fact to modify the Trademark Grant by amending Schedule B thereof to include any future Trademarks (as defined in the Trademark Grant), and Schedule B is hereby deemed modified to include the Trademarks.

The Bank’s address is KeyBank, National Association, 600 White Plains Road, 2<sup>nd</sup> Floor, Tarrytown, NY 10591.

IN WITNESS WHEREOF, and intending to be legally bound, the Grantor has executed this Notice of Security Interest as of the day and year first above written.

Pervine Foods, LLC

By: James N. Perich

Name: James N. Perich

Title: Secretary

## Schedule A

### Trademark Registrations and Applications

<b>Trademark</b>	<b>Owner</b>	<b>Jurisdiction</b>	<b>Application No. / Filing Date</b>	<b>Registration No. / Issue Date</b>
FIT CRUNCH	Pervine Foods, LLC	United States	87/577345 08/21/2017	5,477,254 05/22/2018
FIT CRUNCH	Pervine Foods, LLC	United States	86/031359 08/07/2013	4,501,292 03/24/2014
FIT FOR SNACKING	Pervine Foods, LLC	United States	87/768313 01/24/2018	5698922 03/12/2019
FIT FOR YOU	Pervine Foods, LLC	United States	88/532785 07/24/2019	6192648 11/10/2020
FITBAR	Pervine Foods, LLC	Canada	2045734 08/13/2020	
FITBAR	Pervine Foods, LLC	United States	88/939830 05/29/2020	6274336 02/16/2021
FITBAR	Pervine Foods, LLC	United States	77/572166 09/17/2008	4250341 11/27/2012
FITCRUNCH	Pervine Foods, LLC	United States	87/907706 05/04/2018	5632565 12/18/2018
FITCRUNCH	Pervine Foods, LLC	United States	87/907786 05/04/2018	5932995 12/10/2019