

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM800040

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wilde Brands Inc.		03/31/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SG Stonegate Asset Company I, LLC		
<b>Street Address:</b>	123 North Wacker Drive		
<b>Internal Address:</b>	Suite 1160		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4823591	WILDE BOLDR	
<b>Registration Number:</b>	5436038	WILDE BAR	
<b>Registration Number:</b>	5436039	WILDE BAR	
<b>Serial Number:</b>	87769973	WILDE BRANDS	
<b>Registration Number:</b>	5848129	WILDE CHIPS	
<b>Registration Number:</b>	5848128	WILDE BRAND	
<b>Registration Number:</b>	4939703	WILDE BOLDR, CO	
<b>Serial Number:</b>	88393741	WILDE FOODS	
<b>Serial Number:</b>	88393779	WILDE CHIPS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8888295817		
<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>	8888295819		
<b>Email:</b>	john.cunningham@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	208 S. LaSalle		
<b>Address Line 2:</b>	Suite 814		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60604		

OP \$240.00 4823591

<b>NAME OF SUBMITTER:</b>	Samantha Alfano
<b>SIGNATURE:</b>	/Samantha Alfano/
<b>DATE SIGNED:</b>	04/03/2023
<b>Total Attachments: 7</b> source=IP trademark#page1.tif source=IP trademark#page2.tif source=IP trademark#page3.tif source=IP trademark#page4.tif source=IP trademark#page5.tif source=IP trademark#page6.tif source=IP trademark#page7.tif	

# 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):

Wilde Brands Inc.

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: DE  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) March 31, 2023

- 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: SG Stonegate Asset Company I, LLC

Street Address: 123 North Wacker Drive, Suite 1160

City: Chicago

State: IL

Country: USA Zip: 60606

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other LLC Citizenship DE

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 1

B. Trademark Registration No.(s)

See attached Schedule 1

Additional sheet(s) attached?  Yes  No

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

See attached Schedule 1

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

Name: Samantha Alfano

Internal Address: Otterbourg P.C.

Street Address: 230 Park Avenue

City: New York

State: NY Zip: 10169

Phone Number: (212) 905-3646

Docket Number: \_\_\_\_\_

Email Address: salfano@otterbourg.com

### 6. Total number of applications and registrations involved:

9

### 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:



Signature

April 3, 2023

Date

Samantha Alfano

Name of Person Signing

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

7

**EXECUTION VERSION**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) dated as of March 31, 2023, is executed by WILDE BRANDS INC., a Delaware corporation (“Wilde” and together with any other Person who from time to time becomes a Borrower under the Loan Agreement, collectively, the “Grantors” and each individually, a “Grantor”) in favor of SG STONEGATE ASSET COMPANY I, LLC, a Delaware limited liability company (together with its successors and assigns, “Lender”):

**W I T N E S S E T H**

WHEREAS, Grantors, certain Grantors’ affiliates and Lender are parties to a certain Loan and Security Agreement as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the “Loan Agreement”) providing for the extensions of credit to be made to Borrowers by Lender; and

WHEREAS, each Grantor has granted to Lender a security interest in substantially all of the assets of each Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights and patents, together with the goodwill of the business symbolized by such Grantor’s trademarks, patents and copyrights, and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Loan Agreement.

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, each Grantor agrees as follows:

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

2. Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Lender a continuing security interest in such Grantor’s entire right, title and interest in, to and under the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the “Trademarks”, “Patents” and “Copyrights”, respectively), 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, Patent and Copyright; and

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

3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to such Grantor as of the date hereof.

4. Right to Bring Suit. Each Grantor shall have the right to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender's option, be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE UNDERSIGNED HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. THE UNDERSIGNED HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AGREES TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY ANY SUCH COURT. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Agreement shall be sent in accordance with Section 13.17 of the Loan Agreement.

[Remainder of page intentionally left blank]

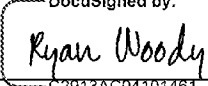
IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

**WILDE BRANDS INC.**

DocuSigned by:  
*Jason Wright*  
By: \_\_\_\_\_  
Name: Jason Wright  
Title: Chief Executive Officer

Agreed and accepted  
as of the date first written above:

**SG STONEGATE ASSET COMPANY I, LLC**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Ryan Woody  
Title: Authorized Signatory

**SCHEDULE 1**

## (a) Patents and Patent Licenses

<b>Grantor</b>	<b>Patent</b>	<b>Application Filing / Registration Date</b>	<b>Application / Registration Number</b>
Wilde Brands Inc.	Conveyor Belt and Endless Fryer System	May 31, 2019	Application No. 16/427,950

## (b) Trademarks and Trademark Licenses

<b>Grantor</b>	<b>Trademark</b>	<b>Application / Registration Date</b>	<b>Application / Registration Number</b>
Wilde Brands Inc.	WILDE BOLDR	September 29, 2015	Registration No. 4823591
Wilde Brands Inc.	WILDE BAR	April 3, 2018	Registration No. 5436038
Wilde Brands Inc.	WILDE BAR	April 3, 2018	Registration No. 5436039
Wilde Brands Inc.	WILDE BRANDS	January 25, 2018	Application No. 87769973
Wilde Brands Inc.	WILDE CHIPS	September 3, 2019	Registration No. 5848129
Wilde Brands Inc.	WILDE BRAND	September 3, 2019	Registration No. 5848128
Wilde Brands Inc.	WILDE BOLDR, CO	April 19, 2016	Registration No. 4939703
Wilde Brands Inc.	WILDE FOODS	April 19, 2019	Application No. 88393741



Wilde Brands Inc.	WILDE CHIPS	April 19, 2019	Application No. 88393779
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(c) Copyrights and Copyright Licenses

None.

**TRADEMARK**

**REEL: 008030 FRAME: 0970**