

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM809769

<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>
GOLDING FARMS FOODS, INC.		05/01/2023	Corporation: NORTH CAROLINA
ARCOBASSO FOODS, INC.		05/01/2023	Corporation: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE HUNTINGTON NATIONAL BANK		
<b>Street Address:</b>	200 PUBLIC SQUARE, CM64		
<b>City:</b>	CLEVELAND		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 31</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97399316	BLENDING WHAT'S NEXT	
<b>Serial Number:</b>	97070547	GOLDING	
<b>Serial Number:</b>	97399312		
<b>Serial Number:</b>	97399309	GOLDING	
<b>Serial Number:</b>	97058311	TATTOO	
<b>Serial Number:</b>	88266952	PRO FLORA	
<b>Serial Number:</b>	88865363	HISAKAWA	
<b>Serial Number:</b>	88068822	MRS. CAMPBELL'S CHOW CHOW	
<b>Serial Number:</b>	87730200	MOUNTAIN RIDGE	
<b>Serial Number:</b>	87824082	GLO	
<b>Serial Number:</b>	87621356	TATTOO	
<b>Serial Number:</b>	85457893	HONEST TO GOODNESS FLAVOR	
<b>Serial Number:</b>	85369163	THE GREAT AMERICAN PUT-ON	
<b>Serial Number:</b>	85786173		
<b>Serial Number:</b>	85758705	GOLDING FARMS	
<b>Serial Number:</b>	85771760	GOLDING FARMS	
<b>Serial Number:</b>	78201521	LITTLE RIVER SEAFOOD COMPANY	
<b>Serial Number:</b>	78300585	GOLDING FARMS	

OP \$790.00 97399316

Property Type	Number	Word Mark
Serial Number:	77878924	HISAKAWA
Serial Number:	77174262	MR. HONEY BEAR'S
Serial Number:	76526655	GARDEN SECRETS
Serial Number:	76007976	BACKYARD LIVING
Serial Number:	75726556	MOUNTAIN RIDGE
Serial Number:	75004589	NATURALLY HEALTHY
Serial Number:	74659551	GOLDING FARMS GOLDEN STEAK SAUCE
Serial Number:	74136563	GOLDING
Serial Number:	73743286	GOLDING FARMS
Serial Number:	90046183	JERO JERUSALEM & RODE THE PERFECT PARTNE
Serial Number:	78445320	SUN ZEN
Serial Number:	75197283	MAJOR PETERS'
Serial Number:	73424161	JERO

**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:** 2163485400

**Email:** IPMailbox@mcdonaldhopkins.com

**Correspondent Name:** MCDONALD HOPKINS LLC

**Address Line 1:** 600 SUPERIOR AVENUE EAST, SUITE 2100

**Address Line 4:** CLEVELAND, OHIO 44114

<b>ATTORNEY DOCKET NUMBER:</b>	34659-00111
<b>NAME OF SUBMITTER:</b>	Kimberly Hefner
<b>SIGNATURE:</b>	/Kimberly Hefner/
<b>DATE SIGNED:</b>	05/11/2023

**Total Attachments: 12**

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**Execution Version****AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY  
AGREEMENT**

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of May 1, 2023, is made by and among **GOLDING FARMS FOODS, INC.**, a North Carolina corporation, and **ARCOBASSO FOODS, INC.**, a Missouri corporation (collectively, the "**Grantor**") in favor of **THE HUNTINGTON NATIONAL BANK**, a national banking association (the "**Lender**").

WHEREAS, the Grantor has entered into a Credit and Security Agreement dated as of April 15, 2021 (as amended, and as may be further amended, modified, extended, or restated from time to time the "**Credit Agreement**"), with the Lender.

WHEREAS, under the terms of the Credit Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

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

1. **Definitions.** Capitalized terms used herein but not defined shall have the meaning set forth in the Credit Agreement.
2. **Grant of Security.** The Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of the Grantor in, to, and under the following (the "**IP Collateral**"):
  - (a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "**Patents**");
  - (b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**");
  - (c) the copyright registrations and applications exclusively licensed the Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "**Copyrights**");
  - (d) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) 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

(f) 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.

For the avoidance of doubt, the IP Collateral shall not include any Excluded Collateral.

3. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and any other government officials to record and register this IP Security Agreement upon request by the Lender.

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

5. Execution in Counterparts. This IP 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 IP 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 IP Security Agreement.

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

7. Governing Law. This IP 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 IP 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).

8. Amendment and Restatement. This IP Security Agreement is being executed and delivered as an amendment to and restatement in its entirety of that certain Intellectual Property Security Agreement dated as of April 15, 2021 by and between the Grantor and the Lender (the “Original Security Agreement”), and the execution and delivery of this IP Security Agreement shall not, in any manner, be construed to constitute payment of, or impair, limit, cancel or extinguish, or constitute a novation in respect of, the obligations of the Grantor evidenced by or arising under the Original Security Agreement or the first lien and security interest of the Lender in the IP Collateral.

[SIGNATURE PAGE FOLLOWS]

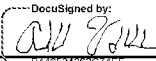
COPY VIEW

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**GOLDING FARMS FOODS, INC.,**  
a North Carolina corporation

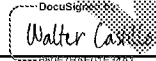
By:   
Name: Andrew Vandekerckhove  
Title: Vice President and Secretary

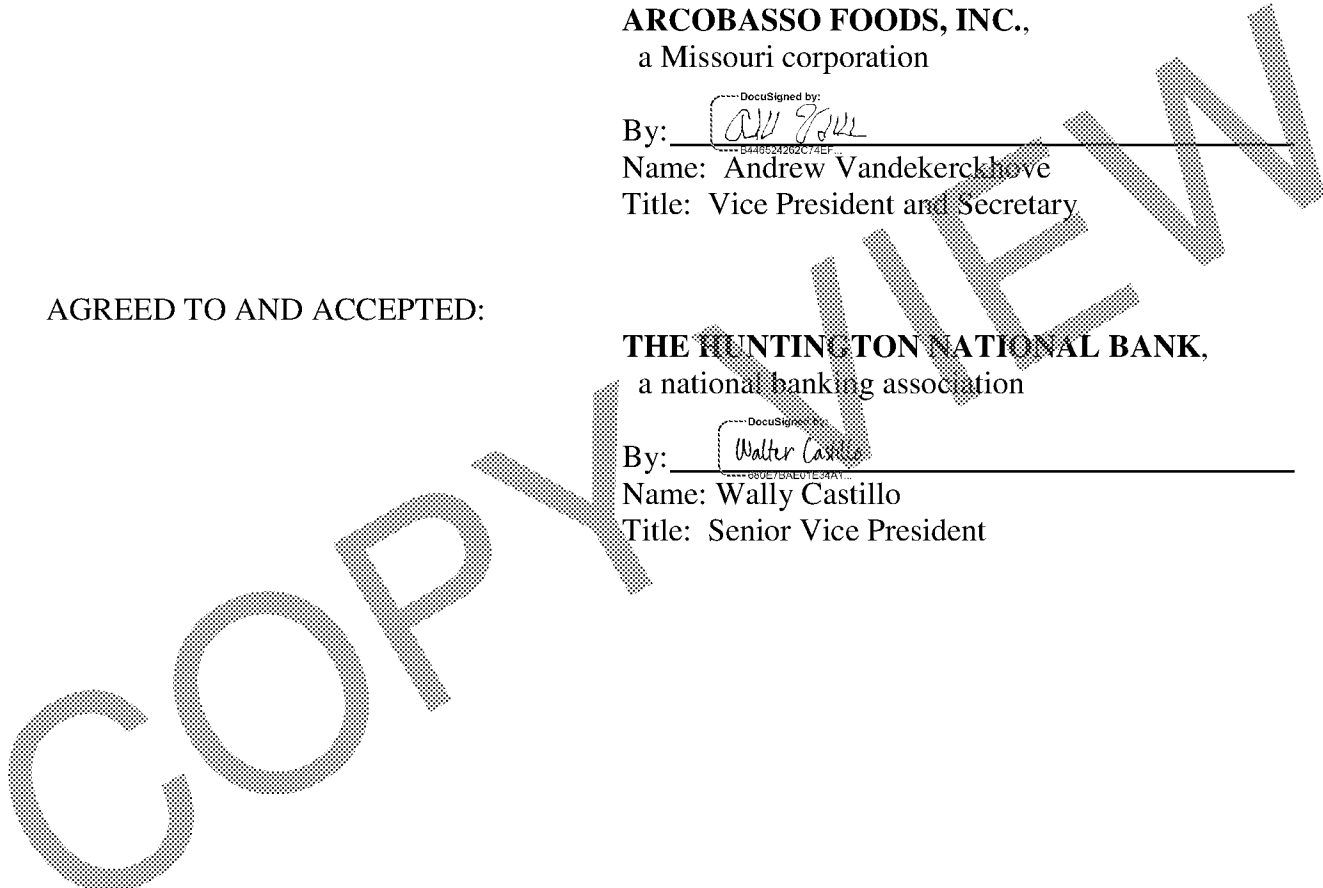
**ARCOBASSO FOODS, INC.,**  
a Missouri corporation

By:   
Name: Andrew Vandekerckhove  
Title: Vice President and Secretary

AGREED TO AND ACCEPTED:

**THE HUNTINGTON NATIONAL BANK,**  
a national banking association

By:   
Name: Wally Castillo  
Title: Senior Vice President



*[Signature Page to IP Security Agreement]*

**SCHEDULES**

**SCHEDULE 1**

**PATENTS**

**None.**

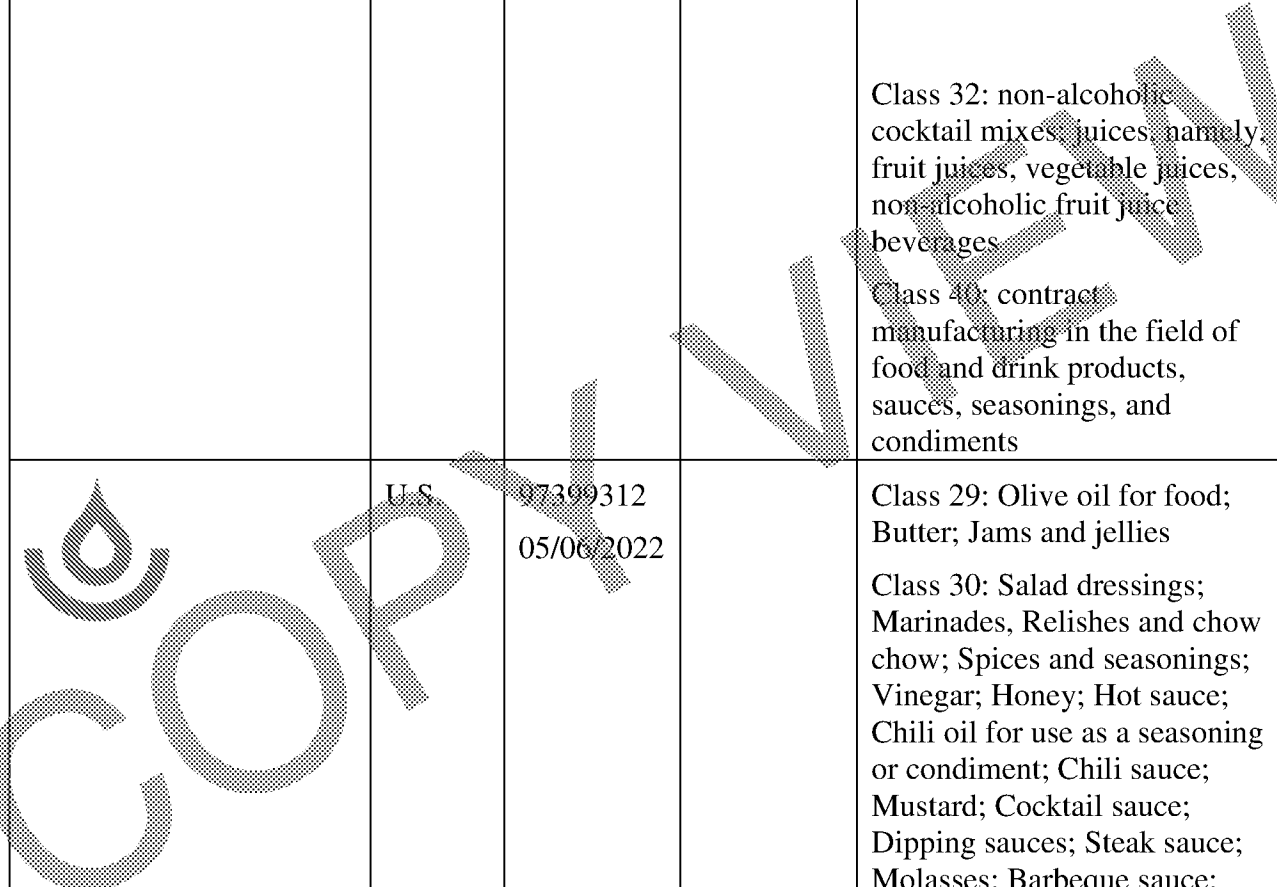
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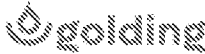
**SCHEDULE 2****TRADEMARKS**

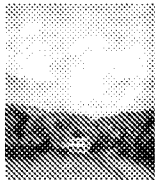



Golding Farms Foods, Inc.


Trademark	Country	Appln No. Filing Date	Reg. No. Reg. Date	Goods/Services
BLENDING WHAT'S NEXT	U.S.	97399316 05/06/2022		<p>Class 29: Olive oil for food; Butter; Jams and jellies</p> <p>Class 30: Sauces; Salad dressings; Marinades, Relishes and chow chow; Spices and seasonings; Vinegar; Honey; Hot sauce; Chili oil for use as a seasoning or condiment; Chili sauce; Mustard; Cocktail sauce; Dipping sauces; Steak sauce; Molasses; Barbeque sauce; Soy sauce; Corn syrup, Pancake syrup; Worcestershire sauce; Picante sauce; Jalapeno mustard</p> <p>Class 32: Non-alcoholic cocktail mixes; Juices, namely, fruit juices, vegetable juices, non-alcoholic fruit juice beverages</p> <p>Class 40: Contract manufacturing in the field of food and drink products, sauces, seasonings, and condiments</p>
GOLDING	U.S.	97070547 10/12/2021		<p>Class 29: olive oil for food; butter; jams and jellies</p> <p>Class 30: salad dressings; marinades, relishes and chow</p>





			<p>chow; spices and seasonings; vinegar; honey; hot sauce; chili oil for use as a seasoning or condiment; chili sauce; mustard; cocktail sauce; dipping sauces; steak sauce; molasses; barbeque sauce; soy sauce; corn syrup, pancake syrup; Worcestershire sauce; picante sauce; jalapeno mustard</p> <p>Class 32: non-alcoholic cocktail mixes, juices, namely, fruit juices, vegetable juices, non-alcoholic fruit juice beverages</p> <p>Class 40: contract manufacturing in the field of food and drink products, sauces, seasonings, and condiments</p>
	<p>U.S.</p>	<p>07399312                  05/06/2022</p>	<p>Class 29: Olive oil for food; Butter; Jams and jellies</p> <p>Class 30: Salad dressings; Marinades, Relishes and chow chow; Spices and seasonings; Vinegar; Honey; Hot sauce; Chili oil for use as a seasoning or condiment; Chili sauce; Mustard; Cocktail sauce; Dipping sauces; Steak sauce; Molasses; Barbeque sauce; Soy sauce; Corn syrup, Pancake syrup; Worcestershire sauce; Picante sauce; Jalapeno mustard</p> <p>Class 32: Non-alcoholic cocktail mixes; Juices, namely, fruit juices, vegetable juices, non-alcoholic fruit juice beverages</p> <p>Class 40: Contract</p>

				manufacturing in the field of food and drink products, sauces, seasonings, and condiments
	U.S.	97399309 05/06/2022		<p>Class 29: Olive oil for food; Butter; Jams and jellies</p> <p>Class 30: Sauces; Salad dressings; Marinades, relishes and chow chow; Spices and seasonings; Vinegar; Honey; Hot sauce; Chili oil for use as a seasoning or condiment; Chili sauce; Mustard; Cocktail sauce; Dipping sauces; Steak sauce; Molasses; Barbeque sauce; Soy sauce; Corn syrup; Pancake syrup; Worcestershire sauce; Picante sauce; Jalapeno mustard</p> <p>Class 32: Non-alcoholic cocktail mixes; Juices, namely, fruit juices, vegetable juices, non-alcoholic fruit juice beverages</p> <p>Class 40: Contract manufacturing in the field of food and drink products, sauces, seasonings, and condiments</p>
TATTOO	U.S.	97058311 10/02/2021		Class 30: sauces; salad dressings; honey
PRO FLORA	U.S.	88266952 01/18/2019		Class 30: Salad dressing
HISAKAWA	U.S.	88865363 04/09/2020	6204309 11/24/2020	Class 30: Sauces
MRS. CAMPBELL'S CHOW CHOW	U.S.	88068822 08/07/2018	5817976 07/30/2019	Class 30: Chow chow, excluding soups, sauces, gravies, prepared pasta, and packaged meals
MOUNTAIN RIDGE	U.S.	87730200 12/21/2017	6004903 03/10/2020	Class 30: honey

GLO	U.S.	87824082 03/07/2018	5822651 07/30/2019	Class 30: Chili oil for use as a seasoning or condiment; hot sauce
TATTOO	U.S.	87621356 09/25/2017	5681545 02/19/2019	Class 30: Hot sauce; chili sauce
HONEST TO GOODNESS FLAVOR	U.S.	85457893 10/27/2011	4164282 06/26/2012	Class 30: molasses, honey, steak sauce, chow chow, relish
THE GREAT AMERICAN PUT-ON	U.S.	85369163 07/12/2011	4182059 07/31/2012	Class 30: chow chow
	U.S.	85786173 11/23/2012	4490299 03/04/2014	Class 30: honey, mustard, cocktail sauce, dipping sauces, steak sauce, molasses
GOLDING FARMS	U.S.	85758705 10/19/2012	4379013 08/06/2013	Class 30: vinegar, barbecue sauce, chow chow, cocktail sauce, salad dressing, soy sauce, corn syrup, honey, steak sauce, mustard, molasses, pancake syrup, and Worcestershire sauce
	U.S.	85771760 11/05/2012	4379088 08/06/2013	Class 30: vinegar, barbecue sauce, chow chow, cocktail sauce, salad dressing, soy sauce, corn syrup, honey, steak sauce, mustard, molasses, pancake syrup, and Worcestershire sauce
	U.S.	78201521 01/09/2003	2821223 03/09/2004	Class 30: cocktail sauce and tartar sauce
	U.S.	78300585 09/15/2003	2877689 08/24/2004	Class 29: olive oil Class 30: Flavored vinegar, vinegar, BBQ sauce, cocktail sauce, salad dressing, soy sauce, honey, steak sauce, mustard, molasses, tartar sauce, pancake syrup, Worcestershire sauce

HISAKAWA	U.S.	77878924 11/23/2009	3817497 07/13/2010	Class 30: soy sauce
MR. HONEY BEAR'S	U.S.	77174262 05/07/2007	3351857 12/11/2007	Class 30: Honey syrup
GARDEN SECRETS	U.S.	76526655 06/11/2003	2873831 08/17/2004	Class 30: salad dressings, relishes and barbecue sauces
BACKYARD LIVING	U.S.	76007976 03/23/2000	2742696 07/29/2003	Class 30: Barbecue sauce and glazes for food
MOUNTAIN RIDGE	U.S.	75726556 06/10/1999	2448340 05/01/2001	Class 30: honey
NATURALLY HEALTHY	U.S.	75004589 10/12/1995	2073197 06/24/1997	Class 30: honey, salad dressing, molasses, maple syrup, steak sauce, salsa, hot sauce, relish, mustard, barbecue sauce, cocktail sauce, tartar sauce
	U.S.	74659551 04/03/1995	1968301 04/16/1996	Class 30: steak sauce
GOLDING	U.S.	74136563 02/05/1991	1787698 08/10/1993	Class 30: salad dressing
GOLDING FARMS	U.S.	73743286 08/01/1988	1528507 03/07/1989	Class 30: molasses, chow chow, honey, cocktail sauce and barbecue sauce

## Arcobasso Foods Inc.

Trademark	Country	Appln No. Filing Date	Reg. No. Reg. Date	Goods/Services
	U.S.	90046183 07/10/2020	6487726 09/14/2021	Class 32: Non-alcoholic cocktail mixes
	U.S.	78445320 07/02/2004	3340888 11/20/2007	Class 30: Food seasonings; salt; seasoning blends; seasoning mixes; spices; spice blends; spice mixes
MAJOR PETERS'	U.S.	75197283 11/13/1996	2105529 10/14/1997	Class 32: non-alcoholic cocktail mixes
JERO	U.S.	73424161 05/02/1983	1314906 01/15/1985	Class 32: Non-Alcoholic Cocktail Mixes

**SCHEDULE 3**

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**None.**

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