

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814049

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BAXTERS FOOD GROUP LIMITED		05/31/2023	Private Limited Company:
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	10 S. Wacker Drive, 22nd Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1553052	BAXTERS	
CORRESPONDENCE DATA			
Fax Number:	8602402700		
<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:	8602402755		
Email:	derek.wayne@morganlewis.com		
Correspondent Name:	Derek Wayne		
Address Line 1:	Morgan, Lewis & Bockius LLP		
Address Line 2:	One State Street		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Derek Wayne		
SIGNATURE:	/s/ Derek Wayne		
DATE SIGNED:	05/31/2023		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of May, 2023, by and among **BAXTERS FOOD GROUP LIMITED**, a private limited company incorporated in Scotland with company number SC023572 and having its registered office at 12 Charlotte Square, Edinburgh, Scotland, EH2 4DJ ("Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent") and as Australian security trustee for each member of the Lender Group and the Bank Product Providers.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of May 31, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among W.A. BAXTER & SONS (HOLDINGS) LIMITED, a private limited company incorporated in Scotland with company number SC233302 and having its registered office at 12 Charlotte Square, Edinburgh, Scotland, EH2 4DJ ("Parent"), Grantor (together with those additional entities that become parties thereto as Scottish Borrowers in accordance with the terms thereof, each, a "Scottish Borrower" and individually and collectively, jointly and severally, the "Scottish Borrowers"), OREXIS FRESH FOODS LIMITED, a private limited company incorporated in England with company number 02618074 ("Orexis"; and together with those additional entities that become parties thereto as English Borrowers in accordance with the terms thereof, each, an "English Borrower" and individually and collectively, jointly and severally, the "English Borrowers"; the Scottish Borrowers and the English Borrowers are hereinafter referred to each individually as a "UK Borrower" and collectively as the "UK Borrowers"), BAXTERS NORTH AMERICA HOLDINGS, INC., a Delaware corporation ("Baxters North America"), BNA HOLDINGS, INC., a Delaware corporation ("BNA Holdings"), BAXTERS NORTH AMERICA, INC., a Delaware corporation ("BNA"), and BLUEGRASS HOLDINGS, LLC, an Oregon limited liability company ("Bluegrass"; and together with Baxters North America, BNA Holdings, BNA and those additional entities that become parties thereto as US Borrowers in accordance with the terms thereof, each, a "US Borrower" and individually and collectively, jointly and severally, the "US Borrowers"; the US Borrowers and the UK Borrowers are hereinafter referred to each individually as a "Borrower" and collectively as the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the US Security Agreement (as defined in the Credit Agreement) or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to

the rules of construction set forth in Section 1.4 of the Credit Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) (i) all of its Trademarks, including those referred to on Schedule I, and (ii) any Trademarks licensed under (A) any licenses or other similar rights provided to Grantor in or with respect to any Trademarks owned or controlled by any other Person, and (B) any licenses or other similar rights provided to any other Person in or with respect to any Trademarks owned or controlled by Grantor (each, an "Intellectual Property License") to which it is a party, including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark licensed under any Intellectual Property License.

3. REPRESENTATIONS AND WARRANTIES. In order to induce Agent to enter into this Trademark Security Agreement for the benefit of the Lender Group and the Bank Product Providers, Grantor makes the following representations and warranties to the Lender Group and the Bank Product Providers which shall be true, correct, and complete, in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof), as of the Closing Date, and shall be true, correct, and complete, in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof), as of the date of the making of any Loan (or other extension of credit) made from time to time thereafter, if any, as though made on and as of the date of such Loan (or other extension of credit) (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date) and such representations and warranties shall survive the execution and delivery of this Agreement:

(a) to Grantor's knowledge, all registered Trademarks that are owned by Grantor and necessary in or material to the conduct of its business are valid, subsisting and enforceable and in compliance with all legal requirements, filings, and payments and other actions that are required to maintain such Trademarks in full force and effect; and

(b) upon filing of this Trademark Security Agreement with the United States Patent and Trademark Office, and the filing of an appropriate financing statement with the Recorder of Deeds in the District of Columbia, all action necessary or desirable to protect and perfect the Security Interest in and

on Grantor's United States issued and registered Trademarks has been taken and such perfected Security Interest is enforceable as such as against any and all creditors of and purchasers from Grantor.

4. COVENANTS. Grantor covenants and agrees with Agent that:

(a) Grantor shall have the duty, with respect to the Trademark Collateral that is necessary in or material to the conduct of Grantor's business, to protect and diligently enforce and defend at Grantor's expense such Trademark Collateral;

(b) Grantor shall take reasonable steps to maintain the confidentiality of, and otherwise protect and enforce its rights in, the Trademark Collateral that is necessary in or material to the conduct of such Grantor's business; and

(c) Grantor agrees that from time to time, at its own expense, Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that Agent may reasonably request, in order to perfect and protect the Security Interest granted hereby, to create, perfect or protect the Security Interest purported to be granted hereby or to enable Agent to exercise and enforce its rights and remedies hereunder with respect to any of the Trademark Collateral.

5. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, the other members of the Lender Group, the Bank Product Providers, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

6. SCOTTISH FLOATING CHARGE. The Security Interest granted pursuant to this Trademark Security Agreement is granted in addition to the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Scottish Floating Charge. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are in addition to those set forth in the Scottish Floating Charge, the representations, warranties, and undertakings which relate to the Trademark Collateral are incorporated by reference herein as if fully set forth herein *mutatis mutandis*.

7. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

8. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this

Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

9. **GOVERNING LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION.** THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 12 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

BAXTERS FOOD GROUP LIMITED, a private limited company incorporated in Scotland with company number SC023572

DocuSigned by:
By: *Terence Strain*
C14E2125B510493...
Name: Terence Strain
Title: Director

Before this witness DocuSigned by:
Katherine Anne Durie
4E76CDD434C24D5...
Name: Katherine Anne Durie
Address of witness: 12 Charlotte Square,
Edinburgh
At (place of signing): Edinburgh
On (date of signing): 5/22/2023

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: Sarah BA

Name: Sarah Bobroff


Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008087 FRAME: 0311

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Baxters Food Group Limited	USA	BAXTERS 	73/724451 / 1553052	April 25, 1988 / August 22, 1989

Trade Names

None

Common Law Trademarks

None

Trademarks Not Currently In Use

None

Trademark Licenses

None