

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814093

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900765905		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
H & F BREAD Co., LLC		04/14/2023	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	AB LENDING SPV I LLC		
Doing Business As:	DBA Mountain Ridge Capital		
Street Address:	405 Lexington Ave, 59th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10174		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90035306	SIMPLY-SMART PRODUCTS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4048804744		
Email:	bglover@phrd.com		
Correspondent Name:	Brandon Glover		
Address Line 1:	303 Peachtree Street NE		
Address Line 2:	Suite 3600		
Address Line 4:	ATLANTA, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	007997.00002		
NAME OF SUBMITTER:	Elizabeth B. Garner		
SIGNATURE:	/EBG/		
DATE SIGNED:	05/31/2023		
Total Attachments: 5			
source=Trademark Security Agreement (HF Bread) (Execution Version)#page1.tif			

source=Trademark Security Agreement (HF Bread) (Execution Version)#page2.tif
source=Trademark Security Agreement (HF Bread) (Execution Version)#page3.tif
source=Trademark Security Agreement (HF Bread) (Execution Version)#page4.tif
source=Trademark Security Agreement (HF Bread) (Execution Version)#page5.tif

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Trademark Security Agreement”) is made this 14th day of April, 2023, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and AB LENDING SPV I LLC, a Delaware limited liability company d/b/a Mountain Ridge Capital (together with its successors and assigns in such capacity, “Lender”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Security Agreement dated as of the 14th day of April, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among by and among, *inter alia*, H&F BREAD CO, LLC, a Georgia limited liability company d/b/a Ideation (“Company”, and together with the other Borrowers party to the Credit Agreement from time to time each, individually, a “Borrower” and, collectively, the “Borrowers”), and Lender, Lender has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, Lender is willing to make the financial accommodations to Borrowers as more specifically set forth in the Credit Agreement and the other Loan Documents (used herein as such term is defined in the Credit Agreement); and

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Lender this Trademark Security Agreement, for the benefit of the Lender.

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, each 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 Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in the Credit Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its owned trademarks and licensed trademarks including those referred to on Exhibit A;

(b) all goodwill of the business connected with the use of, and symbolized by, each trademark and each licensed trademark; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such 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 the 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 licensed trademark.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the 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 Obligations and would be owed by Grantors, or any of them, to Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall control.

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

6. 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 any 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 any 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.

7. CHOICE OF 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 SET FORTH IN SECTION 15.1(B) OF THE CREDIT AGREEMENT AND JURY WAIVER SET FORTH IN SECTION 12.3 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

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:

H & F BREAD CO, LLC d/b/a IDEATION,
a Georgia limited liability company

By: 

Name: Joseph Best III

Title: Manager

[SEAL]


[Signatures continue on following page.]

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

AB Lending SPV I LLC,
a Delaware limited liability company
d/b/a Mountain Ridge Capital


By: 
Name: **Greg Gentry**
Title: Managing Director

EXHIBIT A
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
H & F Bread Co., LLC	USA	SIMPLY-SMART PRODUCTS	90035306	07/03/2020

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.