

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM813277

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PANOS Brands, LLC		06/29/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	The Huntington National Bank, successor to First Merit Bank, N.A., as Administrative Agent		
Street Address:	222 N. LaSalle Street, Suite 130		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	5267869	FREE FROM 8 COMMON ALLERGENS ALLERGEN SA	
Registration Number:	5576297	MI-DEL GIVES BACK	
Registration Number:	5857773	MI-DEL GIVES BACK	
Registration Number:	5122447	MI-DEL	
Registration Number:	5154478	KA-ME	
Registration Number:	5209403	ANDREW & EVERETT PREMIUM NATURAL CHEESE	
Registration Number:	5361133	ANDREW & EVERETT	
Serial Number:	87881295	CHEESE SLIDERS	
Registration Number:	5643641	AMORE	
Serial Number:	88236565	AMORE	
Registration Number:	5870048	AMORE	
Serial Number:	88369789	AMORE	
Registration Number:	6060034	PUT A LITTLE SPRING IN YOUR SIP	
Serial Number:	88533113	CHATFIELD'S	
Serial Number:	88680238	PASTURE RAISED	
Serial Number:	88683765	SPREAD A LITTLE HOLIDAY CHEER	
Serial Number:	88839995	CRISP THINS	
Serial Number:	88917718	THE KEY TO ASIAN MADE EASY	

CH \$465.00 5267869

CORRESPONDENCE DATA**Fax Number:** 3124996701*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:** 3124996700**Email:** ahesla@duanemorris.com**Correspondent Name:** Brian P. Kerwin**Address Line 1:** 190 S LaSalle St Ste 3700**Address Line 2:** Duane Morris LLP**Address Line 4:** Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	G6498-00015
NAME OF SUBMITTER:	Brian P. Kerwin
SIGNATURE:	/s/Brian P. Kerwin
DATE SIGNED:	05/26/2023

Total Attachments: 7

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AMENDMENT

THIS AMENDMENT (this “**Amendment**”), dated as of June 29, 2020, is entered into by and among PANOS BRANDS, LLC, a Delaware limited liability company (the “**Assignor**”), in favor of THE HUNTINGTON NATIONAL BANK, as successor to First Merit Bank, N.A., as administrative agent (in such capacity, “**Administrative Agent**”) for itself and all of the other financial institutions from time to time party to the Credit Agreement identified below (collectively, the “**Lenders**”).

RECITALS

A. Assignor, Walden Farms, LLC, a Delaware limited liability company, Panos Intermediate Holdings, LLC, a Delaware limited liability company, the Administrative Agent and the Lenders are parties to that certain Credit and Security Agreement, dated as of January 29, 2016 (as amended, restated, supplemented, or modified from time to time, the “**Credit Agreement**”).

B. Assignor and Administrative Agent are parties to that certain Collateral Assignment of Trademarks, dated as of January 29, 2016 (as amended, restated, supplemented, or modified from time to time, the “**Trademark Security Agreement**”), wherein Assignor confirmed the pledge and grant to the Administrative Agent for the benefit of Lenders a security interest in and to all of the right title and interest of Assignor in, to and under the Trademark Collateral, as defined Trademark Security Agreement.

C. Assignor and Administrative Agent desire to amend the Trademark Security Agreement as provided in and subject to the terms and conditions of this Amendment.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto (intending to be legally bound) hereby agree as follows:

1. Definitions. Terms capitalized herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement, as amended hereby.

2. Amendment to Trademark Security Agreement. Subject to the terms and conditions contained herein, Assignor and Administrative Agent hereby amend the Trademark Security Agreement as follows:

(a) Schedule 1 (Trademark Registrations and Applications) of the Trademark Security Agreement is hereby amended by adding the information included on Schedule 1 attached hereto.

3. Reference to Trademark Security Agreement; No Waiver.

(a) References. Upon the effectiveness of this Amendment, each reference in the Trademark Security Agreement to “this Agreement,” “hereunder,” “hereof,” “herein” or

words of like import shall mean and be a reference to the Trademark Security Agreement, as amended hereby.

(b) Full Force and Effect. Except as expressly provided herein, the Trademark Security Agreement shall remain in full force and effect and is hereby ratified and confirmed.

4. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, Assignor may not assign any of its rights or obligations under this Amendment without the prior written consent of Administrative Agent.

5. Severability. Wherever possible, each provision of this Amendment shall be interpreted in such a manner so as to be effective and valid under applicable law, but if any provision of this Amendment is held to be prohibited by or invalid under applicable law, such provision or provisions shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Amendment.

6. Governing Law. This Amendment shall be deemed to be a contract made under the laws of the State of Illinois, and the rights and obligations of the parties hereunder shall be construed in accordance with and be enforced and governed by the internal laws of the State of Illinois, without regard to choice of law or conflicts of law principles.

7. Counterparts; Facsimile. This Amendment may be executed in one or more counterparts, each of which taken together shall constitute one and the same instrument, admissible into evidence. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have duly executed this First Amendment to Collateral Assignment of Trademarks as of the day and year first above written.

PANOS BRANDS, LLC

By: 

Name: Darcy Zbrinovec

Title: President and Chief Executive Officer

First Amendment to Collateral Assignment of Trademarks

TRADEMARK
REEL: 008090 FRAME: 0604





Agreed and Accepted:

THE HUNTINGTON NATIONAL BANK

By: MADAN
Name: Marc Adams
Title: Senior Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Appln. No.	Regn. No.	Filing Date	Regn. Date	Status	Owner
	86902028	5267869	02/09/2016	08/15/2017	Registered	PANOS Brands, LLC Suite 240 395 West Passaic Street Rochelle Park, NEW JERSEY UNITED STATES 07662
	86984079	5576297	03/23/2016	10/02/2018	Registered	PANOS Brands, LLC Suite 240 395 West Passaic Street Rochelle Park, NEW JERSEY UNITED STATES 07663
	86950595	5857773	03/23/2016	09/10/2019	Registered	PANOS Brands, LLC Suite 240 395 West Passaic Street Rochelle Park, NEW JERSEY UNITED STATES 07664
MI-DEL	87036347	5122447	05/13/2016	01/17/2017	Registered	PANOS Brands, LLC Suite 240 395 West Passaic Street Rochelle Park, NEW JERSEY UNITED STATES 07665
K·A·M·E	87036351	5154478	05/13/2016	03/07/2017	Registered	PANOS Brands, LLC Suite 240 395 West Passaic Street Rochelle Park, NEW JERSEY UNITED STATES 07666
	87225123	5209403	11/03/2016	05/23/2017	Registered	PANOS Brands, LLC Suite 240 395 West Passaic Street Rochelle Park, NEW JERSEY UNITED STATES 07667



	87226552	5361133	11/04/2016	12/19/2017	Registered	PANOS Brands, LLC Suite 240 395 West Passaic Street Rochelle Park, NEW JERSEY UNITED STATES 07668
CHEESE SLIDERS	87881295		04/17/2018		Pending	PANOS Brands, LLC Suite 240 395 West Passaic Street Rochelle Park, NEW JERSEY UNITED STATES 07669
AMORE	88044199	5643641	07/19/2018	01/01/2019	Registered	PANOS Brands, LLC Suite 240 395 West Passaic Street Rochelle Park, NEW JERSEY UNITED STATES 07670
AMORE	88236565		12/20/2018		Pending	PANOS Brands, LLC Suite 240 395 West Passaic Street Rochelle Park, NEW JERSEY UNITED STATES 07671
AMORE	88975603	5870048	12/20/2018	09/24/2019	Registered	PANOS Brands, LLC Suite 240 395 West Passaic Street Rochelle Park, NEW JERSEY UNITED STATES 07672
AMORE	88369789		04/03/2019		Pending	PANOS Brands, LLC Suite 240 395 West Passaic Street Rochelle Park, NEW JERSEY UNITED STATES 07673
Put a little spring in your sip	88373126	6060034	04/05/2019	05/19/2020	Registered	PANOS Brands, LLC Suite 240 395 West Passaic Street Rochelle Park, NEW JERSEY UNITED STATES 07674

CHATFIELD'S



Spread a Little Holiday
Cheer

Crisp Thins

K A M E

88533113		07/24/2019		Pending	PANOS Brands, LLC Suite 240 395 West Passaic Street Rochelle Park, NEW JERSEY UNITED STATES 07675
88680238		11/05/2019		Pending	PANOS Brands, LLC Suite 240 395 West Passaic Street Rochelle Park, NEW JERSEY UNITED STATES 07676
88683765		11/07/2019		Pending	PANOS Brands, LLC Suite 240 395 West Passaic Street Rochelle Park, NEW JERSEY UNITED STATES 07677
88839995		03/19/2020		Pending	PANOS Brands, LLC Suite 240 395 West Passaic Street Rochelle Park, NEW JERSEY UNITED STATES 07678
88917718		05/15/2020		Pending	PANOS Brands, LLC Suite 240 395 West Passaic Street Rochelle Park, NEW JERSEY UNITED STATES 07679