

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814405

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Walden Farms, LLC		05/31/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	The Huntington National Bank, successor to First Merit Bank, N.A., as Administrative Agent		
Street Address:	41 South High Street		
Internal Address:	Attn: Kendrick Vincent		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43215		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88981849	MAKING HEALTHY TASTE DELICIOUS...THE WAL	
Serial Number:	97740169	MAKING HEALTHY TASTE DELICIOUS...THE WAL	
Serial Number:	97764487	NEAR ZERO WALDEN FARMS	
Serial Number:	97898179	WALDEN FARMS	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<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:	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		

CH \$115.00 88981849

DATE SIGNED:	06/01/2023
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Total Attachments: 5

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SECOND AMENDMENT

THIS SECOND AMENDMENT (this “**Amendment**”), dated as of May 31, 2023, is entered into by and among WALDEN FARMS, 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, PANOS Brands, 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 Amended and Restated Credit and Security Agreement, dated as of February 17, 2017 (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 and Patents, dated as of February 17, 2017 (as amended, restated, supplemented, or modified from time to time, the “**IP Security Agreement**”), wherein Assignor confirmed the pledge of 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 IP Collateral, as defined in the IP Security Agreement.

C. Assignor and Administrative Agent desire to amend the IP 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 IP Security Agreement, as amended hereby.

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

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

3. Reference to IP Security Agreement; No Waiver.

(a) References. Upon the effectiveness of this Amendment, each reference in the IP Security Agreement to “this Agreement,” “hereunder,” “hereof,” “herein” or words of like import shall mean and be a reference to the IP Security Agreement, as amended hereby.

(b) Full Force and Effect. Except as expressly provided herein, the IP 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 Second Amendment as of the day and year first above written.

WALDEN FARMS, LLC

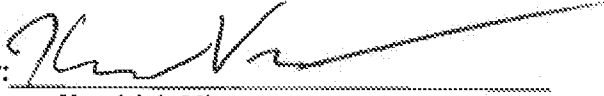
By: 
Name: Darcy Zbivoec
Title: President and Chief Executive Officer

Second Amendment to IP Security Agreement

TRADEMARK
REEL: 008094 FRAME: 0602

Agreed and Accepted:

THE HUNTINGTON NATIONAL BANK

By: 

Name: Kendrick Vincent

Title: Vice President

SCHEDULE 1

Trademark Registrations and Applications

Mark	Appln. No.	Regn. No.	Filing Date	Regn. Date	Status	Owner
Making healthy taste delicious... The Walden Way!	88981849		04/26/19		Pending	Walden Farms, LLC 1209 West St. Georges Avenue, Linden, NJ 07036
MAKING HEALTHY TASTE DELICIOUS...THE WALDEN WAY	97740169		01/03/23		Pending	Walden Farms, LLC 1209 West St. Georges Avenue, Linden, NJ 07036
Near Zero Walden Farms	97764487		01/03/23		Pending	Walden Farms, LLC 1209 West St. Georges Avenue, Linden, NJ 07036
WALDEN FARMS	97898179		04/20/23		Pending	Walden Farms, LLC 1209 West St. Georges Avenue, Linden, NJ 07036