

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814142

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOF Foods Inc.		05/22/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Keybank National Association		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	88172988	GARDEN OF FLAVOR	
Registration Number:	4804836	MEAN GREENS	
Registration Number:	4766101	TURMERIC TONIC	
Registration Number:	4761248	TOMATO TONIC	
Registration Number:	4597187	WHITE KNIGHT	
Registration Number:	4597185	TWISTED ROOTS	
Registration Number:	4379222	GARDEN OF FLAVOR	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	2024678800		
Email:	mcgoodwin@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255 -- IPLaw@Vorys		
Address Line 4:	Columbus, OHIO 43216		
NAME OF SUBMITTER:	Michelle Goodwin		
SIGNATURE:	/Michelle Goodwin/		
DATE SIGNED:	05/31/2023		

CH \$190.00 88172988

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of May 22, 2023 (the “Effective Date”), is entered into by and between **GOF FOODS INC.**, a Delaware corporation (“Debtor”), whose principal place of business and mailing address is 7501 Carnegie Ave., Cleveland, OH 44103, and **KEYBANK NATIONAL ASSOCIATION** (“Lender”), having an office at 127 Public Square, Cleveland, OH 44114, and is as follows:

W I T N E S S E T H

This Agreement is executed in connection with, and is subject to and made a part of, that certain Credit and Security Agreement, dated as of the Effective Date, by and among Debtor, GOF Ventures LLC, a Delaware limited liability company, Garden of Flavor Group LLC, a Delaware limited liability company and each other Person (if any) that may become from time to time a “Borrower” under the Credit Agreement, collectively, as Borrowers, GOF Investments LLC, a Delaware limited liability company, as a Guarantor, certain other Credit Parties from time to time party thereto and Lender (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). Capitalized terms used, but not defined, herein shall have the meanings assigned to them in the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, on, and subject to, the terms and conditions of the Credit Agreement, Debtor hereby grants to Lender a continuing security interest in and to, and Lien on, all of Debtor’s right, title and interest in and to (whether now owned or hereafter acquired) (collectively, the “Trademark Collateral”):

- (a) all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications, as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the “Trademarks”);
- (b) all renewals of each of the Trademarks;
- (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks;
- (d) all rights to sue for past, present and future infringements of any and all Trademarks;
- (e) all rights corresponding to each of the Trademarks throughout the world;
- (f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications;
- (g) in each case, the goodwill of Debtor’s business connected with the use of, and symbolized by, the foregoing; and

(h) all books, records, supporting obligations, cash and non-cash proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any right, title or interest in or to any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Debtor ("Intent to Use Applications"), and all such Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement.

The security interest and Lien hereby granted shall secure Payment in Full of the Secured Debt. Debtor hereby irrevocably authorizes Lender to file with the United States Patent and Trademark Office a copy of this Agreement, and any amendments thereto, and any other document which may be required by the United States Patent and Trademark Office to evidence the security interest and Lien granted in the Trademark Collateral.

This Agreement shall be subject to the terms and conditions of the Credit Agreement as a "Loan Document", including, without limitation, Section 11.12 of the Credit Agreement. If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Ohio UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Ohio UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. As used herein, "Ohio UCC" means the Uniform Commercial Code, as adopted in Ohio, as amended or superseded from time to time. The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes.

As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary.

The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Lender's Lien on, the Collateral, or any of Lender's rights or remedies respecting the Collateral. Without limiting the generality of the foregoing, (i) Debtor will comply with all of the covenants, representations, warranties, terms and provisions of the Credit Agreement applicable to the Trademark Collateral as "Collateral" under the Credit Agreement, (ii) the Trademark Collateral will be "Collateral" for all purposes of the Credit Agreement, and (iii) this Agreement is not in any way intended, nor may it be construed, to replace, impair, extinguish or otherwise adversely affect the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Lender under the Credit Agreement or any other Loan Document, which security interests and other Liens, Debtor, by this Agreement, acknowledges and confirms to Lender.

If there is any conflict, ambiguity, or inconsistency, in Lender's judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Lender's judgment exercised in good faith, providing Lender with the greater rights, remedies, powers, privileges, or benefits will control.

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument after each of the parties hereto have executed and delivered this Agreement. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, Lender and Debtor, intending to be legally bound, have executed and delivered this Agreement as of the Effective Date.

GOF FOODS INC.

By: 

Name: Roni Goldberg

Title: Chief Executive Officer

**KEYBANK NATIONAL ASSOCIATION,
as Lender**

By: _____

Name: Karmen Harrison

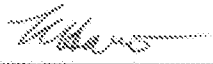
Title: Vice President

IN WITNESS WHEREOF, Lender and Debtor, intending to be legally bound, have executed and delivered this Agreement as of the Effective Date.

GOF FOODS INC.

By: _____
Name: Roni Goldberg
Title: Chief Executive Officer

KEYBANK NATIONAL ASSOCIATION,
as Lender

By:  _____
Name: Karmen Harrison
Title: Vice President

SCHEDULE I
TRADEMARKS

U.S. Trademarks

Owner: GOF Foods Inc., a Delaware corporation

Ref.	Mark	Serial Number	Filing Date	Registration Number	Registration Date
1.	GARDEN OF FLAVOR	88172988	10/29/2018		
2.	MEAN GREENS	86186939	02/06/2014	4804836	09/01/2015
3.	TURMERIC TONIC	86186957	02/06/2014	4766101	06/30/2015
4.	TOMATO TONIC	86191060	02/11/2014	4761248	06/23/2015
5.	WHITE KNIGHT	86186983	02/06/2014	4597187	09/02/2014
6.	TWISTED ROOTS	86186964	02/06/2014	4597185	09/02/2014
7.	GARDEN OF FLAVOR	85789524	11/28/2012	4379222	08/06/2013