

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM833667

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Teasdale Foods, Inc.		08/22/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Collateral Agent		
Street Address:	245 Park Avenue		
Internal Address:	44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6714338	RUDY'S ARTISANAL BAKERY	
Registration Number:	6854186	BEANS! THE ORIGINAL PLANT-BASED PROTEIN	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	12129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	040896-0149		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/Angela M. Amaru		
DATE SIGNED:	08/22/2023		
Total Attachments: 4			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of August 22, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “IP Security Agreement Supplement”), by Teasdale Foods, Inc., a Delaware corporation (the “Grantor”) in favor of Ares Capital Corporation, as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of December 18, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Collateral Agent, pursuant to which the Grantor and the Collateral Agent have entered into that certain Trademark Security Agreement, dated as of December 18, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), which was recorded with the U.S. Patent and Trademark Office on December 18, 2020 at Reel/Frame 7138/0932 for Teasdale Foods, Inc. and at Reel/Frame 7138/0867 for Mesa Foods, LLC. Under the terms of the Security Agreement and the IP Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties a security interest in the Additional IP Collateral (as defined below) and has agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute and deliver this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this IP Security Agreement Supplement and not otherwise defined herein have the meanings assigned to them (including by reference to other agreements) in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in and to all of the following intellectual property, whether now owned by or owing to or hereafter acquired by or arising in favor of the Grantor (collectively, the “Additional IP Collateral”):

A. the Trademark registrations and pending applications for Trademark registration in the U.S. Patent and Trademark Office listed on Schedule I hereto, including all goodwill of the business connected with the use of and symbolized by any of the foregoing;

B. the right to sue or otherwise recover for past, present and future infringements, dilutions or other violations or impairments of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and

C. all Proceeds of the foregoing, including all income, royalties, damages, claims and payments now or hereafter due and/or payable under any of the foregoing, including damages, claims or payments for past or future infringements, dilutions (with respect to Trademarks) or other violations or impairments of any of the foregoing.

Notwithstanding the foregoing, the term “Additional IP Collateral” (and any component definition thereof) shall not include any Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of “Excluded Assets” in the Credit Agreement, the Additional IP Collateral shall include, and the relevant Grantor shall be deemed to have automatically granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be, as if such restriction or condition had never been in effect.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Additional IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This IP Security Agreement Supplement and any claim, controversy or dispute arising under or related to this IP Security Agreement Supplement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. Termination or Release.

- (a) This IP Security Agreement Supplement shall continue in effect until the Termination Date, and the Liens granted by the Grantor hereunder shall be automatically released and the Grantor shall automatically be released from its obligations hereunder in the circumstances described in Article 7 and Section 10.12 of the Credit Agreement.
- (b) In connection with any termination or release pursuant to paragraph (a) above, the Collateral Agent shall promptly execute (if applicable) and deliver to the Grantor, at the Grantor's expense, all UCC termination statements and similar documents (including security interest termination and release agreements for filing with the U.S. Patent and Trademark Office) that the Grantor shall reasonably, in a form reasonably satisfactory to the Grantor, request to evidence and/or effectuate such termination or release. Any execution and delivery of documents pursuant to this Section 5 shall be without recourse to or warranty by the Collateral Agent (other than as to the Collateral Agent's authority to execute and deliver such documents). The Grantor shall reimburse the Collateral Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 5 pursuant to and to the extent required by Section 9.03(a) of the Credit Agreement.
- (c) The Collateral Agent shall have no liability whatsoever to any other Secured Party as the result of any release of Additional IP Collateral by it in accordance with (or which the Agent in good faith believes to be in accordance with) the terms of this Section 5.

SECTION 6. Counterparts. This IP Security Agreement Supplement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this IP Security Agreement Supplement by facsimile or by email as a ".pdf" or ".tif" attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this IP Security Agreement Supplement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement Supplement as of the day and year first above written.

TEASDALE FOODS, INC.,
as the Grantor

DocuSigned by:

Brian McAuley

By: _____
Name: Brian McAuley
Title: Chief Financial Officer

SCHEDULE I

U.S. Trademark Registrations:

Registered Owner	Mark	Registration Number	Registration Date
Teasdale Foods, Inc.	RUDY'S ARTISANAL BAKERY	6714338	4/26/2022
Teasdale Foods, Inc.	BEANS! THE ORIGINAL PLANT- BASED PROTEIN	6854186	9/20/2022

Applied for U.S. Trademark Registrations:

None.