

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM836995

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BAILY INTERNATIONAL, LLC		09/05/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIBC Bank USA		
<b>Street Address:</b>	120 S. LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	banking corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5274698	BAILY	
<b>Registration Number:</b>	5421109	BAILY	
<b>Registration Number:</b>	5289227	BAILY INTERNATIONAL FOODS	
<b>Registration Number:</b>	5289226	BAILY INTERNATIONAL FOODS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	704-925-6044		
<b>Email:</b>	slott@seyfarth.com		
<b>Correspondent Name:</b>	Stephen D. Lott		
<b>Address Line 1:</b>	300 S. Tryon Street		
<b>Address Line 2:</b>	Suite 400		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	058550-000256		
<b>NAME OF SUBMITTER:</b>	Stephen D. Lott		
<b>SIGNATURE:</b>	/Stephen D. Lott/		
<b>DATE SIGNED:</b>	09/05/2023		
<b>Total Attachments: 5</b>			

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## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of September 5, 2023, is by BAILY INTERNATIONAL, LLC, a Delaware limited liability company (the “Grantor”), in favor of CIBC BANK USA, in its capacity as administrative agent for the Lenders (in such capacity, the “Administrative Agent”).

### **RECITALS**

A. The Grantor has entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) with the financial institutions that are or may from time to time become party thereto as lenders (collectively, the “Lenders”) and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor.

B. The Grantor and certain other Affiliates of the Grantor, have entered into that certain Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”) with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. As a condition to the closing of the transactions referenced in the Credit Agreement, the Grantor is required to enter into this Agreement in favor of the Administrative Agent.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark Licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1

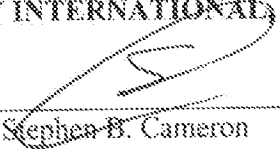
annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used herein but not defined herein shall have the respective meaning ascribed thereto in the Guaranty and Collateral Agreement.

[signature page follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**BAILY INTERNATIONAL, LLC**

By:   
Name: Stephen B. Cameron  
Title: President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008188 FRAME: 0017**

Acknowledged:

CIBC BANK USA,  
as Administrative Agent

By: Matthew Berman  
Matthew Berman  
Managing Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008188 FRAME: 0018**

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

**Trademarks, Trademark Applications and Trademark Licenses**

<b>Loan Party</b>	<b>U.S. Trademark</b>	<b>App. No.</b>	<b>Filed</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Baily International, LLC	Baily	87/221,064	31-Oct-2016	5,274,698	29-Aug-2017
Baily International, LLC	Baily	87/221,059	31-Oct-2016	5,421,109	13-Mar-2018
Baily International, LLC	Baily International Foods	87/221,066	31-Oct-2016	5,289,227	19-Sep-2017
Baily International, LLC	Baily International Foods	87/221,061	31-Oct-2016	5,289,226	19-Sep-2017