

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM842969

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KASHI LLC		09/29/2023	Corporation: CALIFORNIA
WK KELLOGG NORTH AMERICA LLC		09/29/2023	Limited Liability Company: DELAWARE
BEAR NAKED LLC		09/29/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH, AS ADMINISTRATIVE AGENT
Street Address:	245 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	A New York State licensed branch of a Dutch banking cooperative: NETHERLANDS

PROPERTY NUMBERS Total: 66

Property Type	Number	Word Mark
Registration Number:	3187075	ALL-BRAN
Registration Number:	964779	ALL-BRAN
Registration Number:	817917	APPLE JACKS
Registration Number:	4403566	APPLE JACKS
Registration Number:	5879478	APPLE JACKS
Registration Number:	3639468	APPLE JACKS
Registration Number:	2972991	AUTUMN WHEAT
Registration Number:	4762269	BEAR NAKED
Registration Number:	5695817	BEAR NAKED
Registration Number:	2800495	BEAR NAKED
Registration Number:	767657	BRAN BUDS
Registration Number:	3277450	CINNAMON HARVEST
Registration Number:	849129	COMPLETE
Registration Number:	1580348	CORN POPS
Registration Number:	1072333	CRACKLIN' OAT BRAN

TRADEMARK

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Property Type	Number	Word Mark
Registration Number:	1394237	CRISPIX
Registration Number:	2292332	DIG 'EM
Registration Number:	5829490	FEED WHAT'S AHEAD
Registration Number:	921229	FROSTED MINI-WHEATS
Registration Number:	1747285	FUN PAK
Registration Number:	3082168	GOLEAN
Registration Number:	2994759	GOLEAN
Registration Number:	3317035	GOLEAN CRUNCH!
Registration Number:	2771875	HEART TO HEART
Registration Number:	3412127	HONEY SMACKS
Registration Number:	4566761	INDIGO MORNING
Registration Number:	5740946	JOY BÖL
Registration Number:	5493157	JOYBOL
Registration Number:	5662902	JOYBÖL
Registration Number:	6733630	JUMBO SNAX
Registration Number:	3063489	KASHI
Registration Number:	1366934	KASHI
Registration Number:	3412128	KASHI
Registration Number:	3682826	KASHI
Registration Number:	3336841	KASHI
Registration Number:	5297651	KASHI
Registration Number:	5297652	KASHI
Registration Number:	5836190	KASHI GO
Registration Number:	2930731	KASHI SEVEN WHOLE GRAINS & SESAME
Registration Number:	6740885	KELLOGG'S KRAVE
Registration Number:	2899490	KELLOGG'S RAISIN BRAN
Registration Number:	3083384	KELLOGG'S SMORZ
Registration Number:	4995667	KRAVE
Registration Number:	5161354	KRAVE
Registration Number:	4995668	KRAVE
Registration Number:	1147777	MINI-WHEATS
Registration Number:	3596366	MINI-WHEATS LITTLE BITES
Registration Number:	1535621	MUESLIX
Registration Number:	2772681	ORGANIC PROMISE
Registration Number:	293727	POPS
Registration Number:	2331098	RAISIN BRAN CRUNCH
Registration Number:	593086	SMACKS
Registration Number:	1598838	SMACKS

Property Type	Number	Word Mark
Registration Number:	1555954	SMART START
Registration Number:	5214130	SMORZ
Registration Number:	4324576	
Registration Number:	3534060	
Registration Number:	552435	VARIETY
Serial Number:	98110984	AWEMOND
Serial Number:	98012368	BEAR NAKED
Serial Number:	97862760	DIG'EM
Serial Number:	98091408	FEED YOUR BEAR
Serial Number:	97785532	INSTA-BOWLS
Serial Number:	98012370	KASHI
Serial Number:	98012330	KRAVE
Serial Number:	97818051	TWO SCOOPS!

CORRESPONDENCE DATA

Fax Number:

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: 6785532288

Email: madrinc@gtlaw.com

Correspondent Name: Greenberg Traurig, LLLP Christina Madrin

Address Line 1: 3333 Piedmont Road NE

Address Line 2: Suite 2500

Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER: 123235.022500

NAME OF SUBMITTER: Christina Madrin

SIGNATURE: /Christina Madrin/

DATE SIGNED: 09/29/2023

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) dated as of September 29, 2023, among Grantors listed on the signature pages hereof (collectively, jointly and severally, “*Grantors*” and each individually “*Grantor*”), and COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH (“*Rabobank*”), in its capacity as administrative agent (together with its permitted successors and assigns, “*Administrative Agent*”) for the Secured Parties.

WITNESSETH:

WHEREAS, WK KELLOGG CO, a Delaware corporation (“*WKKC*”), WK KELLOGG CANADA CORP., a corporation incorporated pursuant to the laws of Ontario (“*WKK Canada*”; together with WKKC and any Additional Borrower, each, individually, a “*Borrower*”, and collectively, “*Borrowers*”), the various financial institutions party thereto as a lender (each a “*Lender*”, and collectively, the “*Lenders*”), and Administrative Agent have entered into that certain Credit Agreement dated as of September 12, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”); and

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to Borrowers and the other Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement (Domestic) dated as of September 29, 2023 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “*Security Agreement*”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants and pledges to Administrative Agent, for the ratable benefit of the Secured Parties, a Security Interest in all of such Grantor’s right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “*Trademark Collateral*”):

- (a) all of such Grantor’s Trademarks, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks or ownership of any new U.S. applications for registration of and registered trademarks (other than any intent-to-use trademark application constituting Excluded Property) that constitute Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent within such time limit set forth in the Security Agreement with respect to any such new trademarks for which such Grantor files an application for registration with the U.S. Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any new trademark rights and registered or applied for trademarks of Grantors that constitute Collateral. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate, or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be

necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.


7. GOVERNING LAW. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer or officers thereunto duly authorized as of the date first above written.

GRANTORS:

WK KELLOGG CO, as a Grantor

By:  _____
Name: David McKinstry
Title: Chief Financial Officer

WK KELLOGG NORTH AMERICA LLC, as a Grantor

By: _____
Name: Gordon Paulson
Title: Vice President

KASHI LLC, as a Grantor

By: _____
Name: Gordon Paulson
Title: Vice President

BEAR NAKED LLC, as a Grantor

By: _____
Name: Gordon Paulson
Title: Vice President

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer or officers thereunto duly authorized as of the date first above written.

GRANTORS:

WK KELLOGG CO, as a Grantor

By: _____
Name: David McKinstry
Title: Chief Financial Officer

WK KELLOGG NORTH AMERICA LLC, as a Grantor

By: _____
DocuSigned by:
Gordon Paulson
Name: Gordon Paulson
Title: Vice President

KASHI LLC, as a Grantor

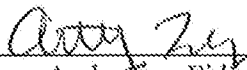
By: _____
DocuSigned by:
Gordon Paulson
Name: Gordon Paulson
Title: Vice President

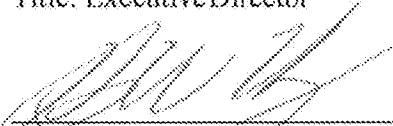
BEAR NAKED LLC, as a Grantor

By: _____
DocuSigned by:
Gordon Paulson
Name: Gordon Paulson
Title: Vice President

ACKNOWLEDGED AND
AGREED:

COÖPERATIEVE RABOBANK U.A., NEW
YORK BRANCH, as Administrative Agent

By: 
Name: Anthony Fianza
Title: Executive Director



By: 
Name: Brian Keaveney
Title: Managing Director

SCHEDULE I



to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor	Country	Mark	Registration No.	Registration Date
WK Kellogg North America LLC	USA	ALL-BRAN	3,187,075	12/19/2006
WK Kellogg North America LLC	USA	ALL-BRAN	964,779	7/24/1973
WK Kellogg North America LLC	USA	APPLE JACKS	817,917	11/1/1966
WK Kellogg North America LLC	USA	APPLE JACKS	4,403,566	9/17/2013
WK Kellogg North America LLC	USA	APPLE JACKS	5,879,478	10/8/2019
WK Kellogg North America LLC	USA	APPLE JACKS & Design (Color) 	3,639,468	6/16/2009
Kashi LLC	USA	AUTUMN WHEAT	2,972,991	7/19/2005
Bear Naked LLC	USA	BEAR NAKED	4,762,269	6/30/2015
Bear Naked LLC	USA	BEAR NAKED & Bear Design (Updated Logo) (Re-File) 	5,695,817	3/12/2019



Bear Naked LLC	USA	BEAR NAKED & Design (Logo) BEAR NAKED	2,800,495	12/30/2003
WK Kellogg North America LLC	USA	BRAN BUDS	767,657	3/31/1964
Kashi LLC	USA	CINNAMON HARVEST	3,277,450	8/7/2007
WK Kellogg North America LLC	USA	COMPLETE	849,129	5/14/1968
WK Kellogg North America LLC	USA	CORN POPS	1,580,348	1/30/1990
WK Kellogg North America LLC	USA	CRACKLIN' OAT BRAN	1,072,333	8/30/1977
WK Kellogg North America LLC	USA	CRISPIX	1,394,237	5/20/1986
WK Kellogg North America LLC	USA	DIG 'EM	2,292,332	11/16/1999
Bear Naked LLC	USA	FEED WHAT'S AHEAD	5,829,490	8/6/2019
WK Kellogg North America LLC	USA	FROSTED MINI- WHEATS	921,229	9/28/1971
WK Kellogg North America LLC	USA	FUN PAK	1,747,285	1/19/1993
Kashi LLC	USA	GOLEAN	3,082,168	4/18/2006
Kashi LLC	USA	GOLEAN (Stylized) (Color) GOLEAN	2,994,759	9/13/2005

Kashi LLC	USA	GOLEAN CRUNCH! (Stylized) 	3,317,035	10/23/2007
Kashi LLC	USA	HEART TO HEART	2,771,875	10/7/2003
WK Kellogg North America LLC	USA	HONEY SMACKS	3,412,127	4/15/2008
Kashi LLC	USA	INDIGO MORNING	4,566,761	7/15/2014
WK Kellogg North America LLC	USA	JOY BÖL	5,740,946	4/30/2019
WK Kellogg North America LLC	USA	JOYBOL	5,493,157	6/12/2018
WK Kellogg North America LLC	USA	JOYBÖL	5,662,902	1/22/2019
WK Kellogg North America LLC	USA	JUMBO SNAX & Design 	6,733,630	5/24/2022
Kashi LLC	USA	KASHI	3,063,489	2/28/2006
Kashi LLC	USA	KASHI	1,366,934	10/22/1985
Kashi LLC	USA	KASHI	3,412,128	4/15/2008
Kashi LLC	USA	KASHI	3,682,826	9/15/2009
Kashi LLC	USA	KASHI	3,336,841	11/13/2007
Kashi LLC	USA	KASHI	5,297,651	9/26/2017

TRADEMARK SECURITY AGREEMENT

ACTIVE 690545201V2

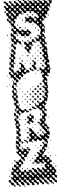


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Kashi LLC	USA	KASHI & Grain Design (Updated Black & White Logo) 	5,297,652	9/26/2017
Kashi LLC	USA	KASHI GO	5,836,190	8/13/2019
Kashi LLC	USA	KASHI SEVEN WHOLE GRAINS & SESAME	2,930,731	3/8/2005
WK Kellogg North America LLC	USA	KELLOGG'S KRAVE	6,740,885	5/24/2022
WK Kellogg North America LLC	USA	KELLOGG'S RAISIN BRAN	2,899,490	11/2/2004
WK Kellogg North America LLC	USA	KELLOGG'S SMORZ	3,083,384	4/18/2006
WK Kellogg North America LLC	USA	KRAVE	4,995,667	7/12/2016
WK Kellogg North America LLC	USA	KRAVE	5,161,354	3/14/2017
WK Kellogg North America LLC	USA	KRAVE (Stylized) 	4,995,668	7/12/2016
WK Kellogg North America LLC	USA	MINI-WHEATS	1,147,777	2/24/1981
WK Kellogg North America LLC	USA	MINI-WHEATS LITTLE BITES	3,596,366	3/24/2009
WK Kellogg North America LLC	USA	MUESLIX	1,535,621	4/18/1989
Kashi LLC	USA	ORGANIC PROMISE	2,772,681	10/7/2003
WK Kellogg North America LLC	USA	POPS	293,727	5/3/1932

TRADEMARK SECURITY AGREEMENT

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WK Kellogg North America LLC	USA	RAISIN BRAN CRUNCH	2,331,098	3/21/2000
WK Kellogg North America LLC	USA	SMACKS	593,086	7/27/1954
WK Kellogg North America LLC	USA	SMACKS	1,598,838	5/29/1990
WK Kellogg North America LLC	USA	SMART START	1,555,954	9/12/1989
WK Kellogg North America LLC	USA	SMORZ & Design 	5,214,130	5/30/2017
WK Kellogg North America LLC	USA	Sun Design (Black & White) 	4,324,576	4/23/2013
WK Kellogg North America LLC	USA	Sun with Raisin Scoops Design (Color) 	3,534,060	11/18/2008
WK Kellogg North America LLC	USA	VARIETY	552,435	12/25/1951

Trademark Applications

Grantor	Country	Trademark Application	Application Serial No.	Application Filing Date
WK Kellogg North America LLC	USA	AWEMOND	98/110,984	8/1/2023
Bear Naked LLC	USA	BEAR NAKED	98/012,368	5/24/2023
WK Kellogg North America LLC	USA	DIG'EM & Design (Updated Mark) 	97/862,760	3/29/2023
Bear Naked LLC	USA	FEED YOUR BEAR	98/091,408	7/19/2023
WK Kellogg North America LLC	USA	INSTA-BOWLS	97/785,532	2/8/2023
Kashi LLC	USA	KASHI	98/012,370	5/24/2023
WK Kellogg North America LLC	USA	KRAVE	98/012,330	5/24/2023
WK Kellogg North America LLC	USA	TWO SCOOPS!	97/818,051	3/1/2023