

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM847516

| | | | |
|---|---|--|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| HENSALL DISTRICT CO-OPERATIVE, INCORPORATED | | 06/30/2023 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Name: | JPMorgan Chase Bank, N.A., Toronto Branch | | |
| Street Address: | 66 WELLINGTON ST W | | |
| Internal Address: | SUITE 4500, TD BANK TOWER | | |
| City: | TORONTO | | |
| State/Country: | ONTARIO | | |
| Postal Code: | M5K 1E7 | | |
| Entity Type: | National Banking Association: CANADA | | |
| PROPERTY NUMBERS Total: 11 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 97636474 | WHISTLING CARE CUISINE | |
| Serial Number: | 97636388 | STEAMED IN GOODNESS | |
| Serial Number: | 90709435 | WAIT FOR THE WHISTLE | |
| Serial Number: | 90709419 | THE SCREAMING CHEF | |
| Serial Number: | 90709401 | SCREAMS WHEN IT'S READY | |
| Serial Number: | 90771298 | WHISTLING KITCHENS | |
| Serial Number: | 90771296 | THE SCREAMING CHEF | |
| Serial Number: | 90771292 | THE SCREAMING CHEF SCREAMS WHEN IT'S REA | |
| Serial Number: | 90709476 | WHISTLING KITCHENS | |
| Serial Number: | 90709462 | WHISTLES WHEN IT'S READY | |
| Serial Number: | 90709448 | WHISTLING FARMS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4162164006 | | |
| <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: | 4162163950 | | |
| Email: | john.varriano@nortonrosefulbright.com | | |

OP \$290.00 97636474

Correspondent Name: NORTON ROSE FULBRIGHT CANADA LLP
Address Line 1: 222 BAY STREET
Address Line 2: SUITE 3000
Address Line 4: TORONTO, ONTARIO M5K 1E7

ATTORNEY DOCKET NUMBER: SAP Matter 1000303822

NAME OF SUBMITTER: John Varriano

SIGNATURE: /John Varriano/

DATE SIGNED: 10/20/2023

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as it may be amended, restated, supplemented or otherwise modified from time to time, this **Agreement**) is entered into as of June 30, 2023 among HENSALL DISTRICT CO-OPERATIVE, INCORPORATED (the **Grantor**) and JPMorgan Chase Bank, N.A., Toronto Branch, as agent (the **Agent**).

WITNESSETH:

WHEREAS, the Grantor has entered into a Pledge and Security Agreement with the Agent dated as of September 30, 2015 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the **Security Agreement**), and pursuant to the Security Agreement, the Grantor granted to the Agent a security interest in all of the Grantor's personal property, including, without limitation, the Collateral referred to in Section 1 below; and

WHEREAS, the Grantor has agreed to execute this Agreement in respect of its Collateral for recording with the Canadian Intellectual Property Office, United States Intellectual Property Office and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Grantor and the Agent agree as follows:

1. Grant of Security. The Grantor hereby grants to the Agent a security interest in and to all of the Grantor's right, title and interest in and to all Patents, Trademarks and Copyrights, as defined below (collectively, the **Collateral**):

(a) all present and future right, title, and interest in and to: (a) any and all patents, patent applications and industrial designs; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world, including, but not limited to, the patents, patent applications and industrial designs set forth in Schedule A hereto, as Schedule A may be supplemented from time to time by supplements to this Agreement which may be executed and delivered by the Grantor to the Agent from time to time (the **Patents**);

(b) all present and future right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world, including, but not limited to, the trademark and service mark registrations, applications, and licenses set forth in Schedule A hereto, as Schedule A may be supplemented from time to time by supplements to this Agreement which may be executed and delivered by the Grantor to the Agent from time to time (the **Trademarks**); and

(c) right, title, and interest in and to the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or

future infringements for any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world, including, without limitation, the registrations and applications and copyright licenses set forth in Schedule A hereto, as Schedule A may be supplemented from time to time by supplements to this Agreement which may be executed and delivered by the Grantor to the Agent from time to time (the **Copyrights**).

2. Security for Obligations. This Agreement secures, and the Collateral is collateral security for the prompt and complete payment and performance of all Secured Obligations under the Credit Agreement (as such terms are defined in the Security Agreement).

3. Recordation. The Grantor authorizes that this Agreement be recorded at the Canadian Intellectual Property Office, the United States Intellectual Property Office, and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction.

4. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor hereby acknowledges and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of laws principles.

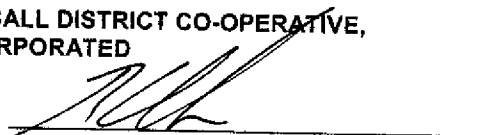
6. Counterparts and Electronic Delivery. This Agreement may be executed in any number of separate counterparts, each of which when so executed shall be deemed to be an original, and all such signed counterparts constitute one and the same agreement. Delivery by facsimile or other electronic means (including pdf. attached to an email) of an executed signature page to this Agreement by a party is as effective as personal delivery of such signature page.

[Signatures follow]

IN WITNESS WHEREOF the Grantor and the Agent have executed and delivered this Agreement as of the date first above written.

**HENSALL DISTRICT CO-OPERATIVE,
INCORPORATED**

Per:



Name: Brian Bradley Chandler

Title: Chief Executive Officer

Acknowledged and agreed:

**JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, as
Agent**

Per: A. Marchetti

Name: Auggie Marchetti

Title: Authorized Officer

SCHEDULE A

A. Trademarks

Canada

| <u>Current Owner</u> | <u>Trademark</u> | <u>Application No.</u> | <u>Registration No.</u> |
|---|---------------------------------|------------------------|-------------------------|
| Hensall District Co-Operative, Incorporated | Hensall Foods & Design | 2162765 | TMA1160599 |
| Hensall District Co-Operative, Incorporated | THE STEAM MAKES IT SCREAM | 2162766 | |
| Hensall District Co-Operative, Incorporated | Hensall Foods & Leaf Design | 2162767 | TMA1160600 |
| Hensall District Co-Operative, Incorporated | Whistling Care Cuisine & Design | 2216344 | |
| Hensall District Co-Operative, Incorporated | STEAMED IN GOODNESS | 2216345 | |

U.S.

| <u>Current Owner</u> | <u>Trademark</u> | <u>Serial No.</u> | <u>Registration No.</u> |
|---|--|-------------------|-------------------------|
| Hensall District Co-Operative, Incorporated | WHISTLING CARE CUISINE (+ design) | 97636474 | N/A |
| Hensall District Co-Operative, Incorporated | STEAMED IN GOODNESS | 97636388 | N/A |
| Hensall District Co-Operative, Incorporated | WAIT FOR THE WHISTLE | 90709435 | N/A |
| Hensall District Co-Operative, Incorporated | THE SCREAMING CHEF | 90709419 | N/A |
| Hensall District Co-Operative, Incorporated | SCREAMS WHEN IT'S READY | 90709401 | N/A |
| Hensall District Co-Operative, Incorporated | WHISTLING KITCHENS (+ design) | 90771298 | N/A |
| Hensall District Co-Operative, Incorporated | THE SCREAMING CHEF (+ design) | 90771296 | N/A |
| Hensall District Co-Operative, Incorporated | THE SCREAMING CHEF SCREAMS WHEN IT'S READY! IL CRI QUAND C'EST PRÊT! (+ design) | 90771292 | N/A |

| <u>Current Owner</u> | <u>Trademark</u> | <u>Serial No.</u> | <u>Registration No.</u> |
|---|--------------------------|-------------------|-------------------------|
| Hensall District Co-Operative, Incorporated | WHISTLING KITCHENS | 90709476 | N/A |
| Hensall District Co-Operative, Incorporated | WHISTLES WHEN IT'S READY | 90709462 | N/A |
| Hensall District Co-Operative, Incorporated | WHISTLING FARMS | 90709448 | N/A |

B. Patents

Canada

Nil.

U.S.

Nil.

C. Copyrights

Canada

Nil.

U.S.

Nil.

D. Industrial Designs

Canada

Nil.

U.S.

Nil.