

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM854788

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BOUDIN IP, INC.		11/20/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WOODFOREST NATIONAL BANK		
Street Address:	1330 Lake Robbins Dr		
City:	The Woodlands		
State/Country:	TEXAS		
Postal Code:	77380		
Entity Type:	National Banking Association: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5994429	BOUDIN	
Registration Number:	6454903	BOUDIN SF	
Registration Number:	3690990	BOUDIN SF BREAKFAST · LUNCH · DINNER ·	
Registration Number:	1087413	BOUDIN	
CORRESPONDENCE DATA			
Fax Number:	2158511420		
<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:	215-241-7966		
Email:	cnye@reedsmith.com		
Correspondent Name:	Brian M. Schenker, Reed Smith LLP		
Address Line 1:	1717 Arch Street, Three Logan Square		
Address Line 2:	Suite 3100		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Brian M. Schenker		
SIGNATURE:	/Brian M. Schenker/		
DATE SIGNED:	11/20/2023		
Total Attachments: 4			
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GRANT OF TRADEMARK SECURITY INTEREST

Date: November 20, 2023

WHEREAS, BOUDIN IP, INC., a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, BOUDIN IP, INC., a Delaware corporation, and **ANDRE-BOUDIN BAKERIES, INC.**, a California corporation, as borrowers (individually and collectively, “**Company**”), and **WOODFOREST NATIONAL BANK**, a national banking association (“**Secured Party**”), have entered into that certain Second Amended and Restated Loan Agreement, dated as of November 20, 2023 (said Second Amended and Restated Loan Agreement, as it may heretofore have been and as it may hereafter be amended, restated, supplemented, replaced, or otherwise modified from time to time, the “**Loan Agreement**”); and

WHEREAS, pursuant to the terms of a Second Amended and Restated Security Agreement, dated as of November 20, 2023 (said Second Amended and Restated Security Agreement, as it may heretofore have been and as it may hereafter be amended, restated, supplemented, replaced, or otherwise modified from time to time, the “**Security Agreement**”; terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Loan Agreement), entered into by, among others, the Company, Grantor, and Secured Party, Grantor has created in favor of Secured Party, for itself and as agent for any Rate Management Counterparty and any Lender Affiliate of Secured Party counterparty to or otherwise holding any Obligations, a security interest in, and Secured Party, for itself and as agent for any Rate Management Counterparty and any Lender Affiliate of Secured Party counterparty to or otherwise holding any Obligations, has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party, for itself and as agent for any Rate Management Counterparty and any Lender Affiliate of Secured Party counterparty to or otherwise holding any Obligations, pursuant to the Security Agreement, Grantor hereby grants to Secured Party, to secure the Secured Obligations, a security interest in all of Grantor’s right, title, and interest in and to the following, in each case, whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

- (i) all rights, title, and interest (including, without limitation, rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles, and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the Trademark Registrations set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or

applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of Grantor's business symbolized by the Trademarks and associated therewith; and

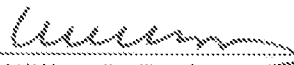
(ii) all proceeds, products, rents, and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty, or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, licensed, collected, or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

[Remainder of page intentionally left blank.]

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

BOUDIN IP, INC.,
a Delaware corporation

By: 
Name: William R. Dozier
Title: Chief Financial Officer

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration/Appl. Number</u>	<u>Registration/Appl. Date</u>
<u>US Trademarks</u>			
Boudin IP, Inc.	BOUDIN	5994429/88423727	2/25/2020 / 5/9/2019
Boudin IP, Inc.	BOUDIN SF	6454903/90324255	8/17/2021 / 11/17/2020
Boudin IP, Inc.		3690990/77216277	10/6/2009 / 6/27/2007
Boudin IP, Inc.	BOUDIN	1087413/73096730	3/14/1978 / 8/16/1976