

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861001

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KETTLE AND FIRE INC.		12/13/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TEXAS CAPITAL BANK		
Street Address:	2350 Lakeside Blvd., Suite 800		
City:	Richardson		
State/Country:	TEXAS		
Postal Code:	75082		
Entity Type:	State-Chartered Bank: TEXAS		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5679798	KETTLE & FIRE	
Registration Number:	5774667	KETTLE & FIRE	
Registration Number:	5786261	KETTLE & FIRE	
Registration Number:	6094758	KETTLE & FIRE	
Registration Number:	6094759	KETTLE & FIRE	
Registration Number:	6739415	KETTLE & FIRE	
Registration Number:	6806615	BETTER BONE BROTH FOR BETTER LIVING	
Registration Number:	6806616	HEALTH IS IN OUR BONES	
Registration Number:	6866066		
CORRESPONDENCE DATA			
Fax Number:			
<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:	404-881-4458		
Email:	elissa.hart@alston.com		
Correspondent Name:	Alston & Bird		
Address Line 1:	1201 W. Peachtree St.		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	603451		

CH \$240.00 5679798

NAME OF SUBMITTER:	Elissa Hart
SIGNATURE:	/Elissa Hart/
DATE SIGNED:	12/14/2023
Total Attachments: 5 source=TCB_Kettle and Fire- TSA#page1.tif source=TCB_Kettle and Fire- TSA#page2.tif source=TCB_Kettle and Fire- TSA#page3.tif source=TCB_Kettle and Fire- TSA#page4.tif source=TCB_Kettle and Fire- TSA#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as it may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), dated as of December 13, 2023 is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of TEXAS CAPITAL BANK, as lender (in such capacity, together with its successors and permitted assigns, the “Lender”).

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of December 13, 2023 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among KETTLE AND FIRE INC., a Delaware corporation (“Borrower”), CERTAIN SUBSIDIARIES OF BORROWER FROM TIME TO TIME PARTY THERETO, as Guarantors, and Lender, the Lender has made or agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Credit Agreement, to grant a security interest and Lien in the Collateral of such Grantor to secure the Obligations (as such terms are defined in the Credit Agreement); and

WHEREAS, all of the Grantors are required to execute and deliver this Agreement pursuant to the terms and conditions of the Credit Agreement.

NOW, THEREFORE, in consideration of the premises and the extensions of credit made to Borrower under the Credit Agreement, each Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or the UCC (as defined in the Credit Agreement).

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby grants to the Lender for the benefit of the Secured Parties, a present and continuing security interest in and Lien on, all of its rights, titles and interests in, to and under the following Collateral of such Grantor (collectively, the “Trademark Collateral”):

- (a) all of its Intellectual Property, including the trademarks referred to on Annex A attached hereto (“Trademarks”);
- (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;
- (c) all reissues, continuations or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing; and
- (e) 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 or (ii) injury to the goodwill associated with any Trademark.

For the avoidance of doubt, in no event will "Trademark Collateral" be deemed to include any Excluded Property.

Section 3. Credit Agreement. The security interest and Lien granted pursuant to this Agreement is granted in conjunction with the security interest and Lien granted to the Lender by each Grantor pursuant to the Credit Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest and Lien in the Trademark Collateral made and granted hereby by such Grantor are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor's Rights and Obligations. This Agreement is made for collateral purposes only. Except as expressly set forth in the Credit Agreement, nothing contained herein shall be deemed to limit in any way Grantor's right to use the Trademark Collateral or to grant to any third party any right or license to use such Trademark Collateral, in each case, in accordance with the Credit Agreement. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark Collateral subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Joinder Agreement.

Section 6. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THEREOF.**

Section 7. Release. Upon the consummation of any disposition of Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement, the security interest granted hereby in such Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting Collateral) and the Lender shall promptly, at the reasonable request and expense of the applicable Grantor, provide evidence of such termination. Upon the payment in full of the Obligations (other than contingent indemnification obligations not yet due and payable) in accordance with the provisions of the Credit Agreement, upon Borrower's request, Lender will promptly, at the sole expense of Grantors, authorize the filing of appropriate termination statements to terminate such security interests and will take any further actions necessary or desirable to evidence or effect such termination of the security interests as may be reasonably requested by Grantors to evidence such termination and release.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KETTLE AND FIRE INC., as Grantor

DocuSigned by:
Brian Hack
By: _____
Name: Brian Hack
Title: President and Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

TEXAS CAPITAL BANK,
as Lender

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KETTLE AND FIRE INC., as Grantor

By: _____
Name: Brian Hack
Title: President and Chief Financial Officer

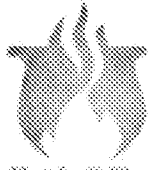



ACCEPTED AND AGREED
as of the date first above written:

TEXAS CAPITAL BANK,
as Lender

DocuSigned by:
Jerra Hayden
By: _____
Name: 0B79B01C39EC432...
Title:

ANNEX A

Trademark Registrations/Applications

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date
KETTLE & FIRE	United States	RN: 5679798 SN: 88018298	June 28, 2018	February 19, 2019
KETTLE & FIRE	United States	RN: 5774667 SN: 88175008	October 30, 2018	June 11, 2019
KETTLE & FIRE <i>and Design</i>  Kettle & Fire	United States	RN: 5786261 SN: 88175013	October 30, 2018	June 25, 2019
KETTLE & FIRE <i>and Design</i>  Kettle & Fire	United States	RN: 6094758 SN: 88712175	December 2, 2019	July 7, 2020
KETTLE & FIRE <i>and Design</i>  Kettle & Fire	United States	RN: 6094759 SN: 88712186	December 2, 2019	July 7, 2020
KETTLE & FIRE	United States	RN: 6739415 SN: 97108919	November 4, 2021	May 24, 2022
BETTER BONE BROTH FOR BETTER LIVING	United States	RN: 6806615 SN: 90727476	May 21, 2021	August 2, 2022
HEALTH IS IN OUR BONES	United States	RN: 6806616 SN: 90727531	May 21, 2021	August 2, 2022
<i>Design only</i> 	United States	RN: 6866066 SN: 97093716	October 26, 2021	October 4, 2022