

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM873052

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Franklin Baker Incorporated		07/28/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Legacy Corporate Lending, LLC		
Street Address:	5717 Legacy Drive, Suite 250		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75024		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3633059	FB FRANKLIN BAKER	
Registration Number:	3573886	FB	
Registration Number:	3584460	FRANKLIN BAKER	
Registration Number:	0220053	GEM	
Registration Number:	3564154	GEM	
Registration Number:	5722499	GEM	
Registration Number:	3564153	GEM	
Registration Number:	5722498	GEM	
Registration Number:	0682984	TENDER FLAKE	
Registration Number:	0682985	TENDER FRESH	
CORRESPONDENCE DATA			
Fax Number:	3038660200		
<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:	303-866-0269		
Email:	anne.scholl@bclplaw.com		
Correspondent Name:	Anne Scholl		
Address Line 1:	1700 Lincoln Street, Suite 4100		
Address Line 4:	Denver, COLORADO 80203		

CH \$265.00 3633059

ATTORNEY DOCKET NUMBER:	3011785.000003
NAME OF SUBMITTER:	Anne Scholl
SIGNATURE:	/Anne Scholl/
DATE SIGNED:	02/01/2024

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“**Trademark Security Agreement**”), dated as of July 28, 2023, is made by Franklin Baker Incorporated, a Delaware corporation (“**Grantor**”), in favor of Legacy Corporate Lending, LLC (the “**Secured Party**”).

Grantor and Secured Party have entered into a Credit and Security Agreement dated as of July 28, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”).

Under the terms of the Credit Agreement, Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

Grantor and Secured Party therefore agree as follows:

1. **Grant of Security.** Grantor hereby grants to Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) the trademark registrations, trademark applications, and trademark licenses set forth in **Schedule 1** hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Secured Party’s request.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Trademark Collateral are as provided by the Credit Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

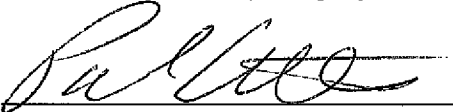
6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York (without regard to principles of conflicts of law other than New York General Obligations Law 5-1401 and 5-1402).

[signature page to follow]

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY

LEGACY CORPORATE LENDING, LLC,
a Delaware limited liability company

By: 

Print Name: Paul Martin
Title: Chief Investment Officer

GRANTOR

FRANKLIN BAKER INCORPORATED,
a Delaware corporation

By: _____

Print Name: John Slade
Title: Vice President

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY

LEGACY CORPORATE LENDING, LLC,
a Delaware limited liability company

By: _____
Print Name: Paul Martin
Title: Chief Investment Officer

GRANTOR

FRANKLIN BAKER INCORPORATED,
a Delaware corporation

By:  _____
Print Name: John Slade
Title: Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS, APPLICATIONS, AND LICENSES

Trademark	Registration Number	File/Issue Date	Notes	Owner
FB FRANKLIN BAKER 	3633059	June 2, 2009	Desiccated coconut; flaked coconut; coconut concentrate used as ingredients in foods; coconut cream	Franklin Baker, Inc.
FB 	3573886	February 10, 2009	Desiccated coconut; flaked coconut; coconut concentrate used as ingredients in foods; coconut cream	Franklin Baker, Inc.
FRANKLIN BAKER	3584460	March 3, 2009	Desiccated coconut; flaked coconut; coconut concentrate used as ingredients in foods; coconut cream	Franklin Baker, Inc.
GEM	0220053	November 2, 1926	Prepared coconut	Franklin Baker, Inc.
GEM	3564154	January 20, 2009	Desiccated coconut	Franklin Baker, Inc.
GEM	5722499	April 9, 2019	Virgin coconut oil; coconut sugar; coconut flour	Franklin Baker, Inc.
GEM 	3564153	January 20, 2009	Desiccated coconut	Franklin Baker, Inc.
GEM 	5722498	April 9, 2019	Virgin coconut oil; coconut sugar; coconut flour	Franklin Baker, Inc.
TENDER FLAKE	0682984	August 4, 1959	Prepared coconut and doughnut mix	Franklin Baker, Inc.
TENDER FRESH	0682985	August 4, 1959	Prepared coconut	Franklin Baker, Inc.