

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI30276

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Weinstein Industries, LLC		02/13/2024	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Company Name:	Wintrust Bank, N.A.		
Street Address:	231 S. LaSalle Street		
Internal Address:	2nd Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97380052	BARN TO BUTCHER	
Serial Number:	97897439	ESTD BB 1959 BARN TO BUTCHER PREMIUM CUTS	
CORRESPONDENCE DATA			
Fax Number:	3123468434		
<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:	(312)4767558		
Email:	tm@lplegal.com,mfineman@lplegal.com		
Correspondent Name:	Mr. Marc E. Fineman		
Address Line 1:	120 S. Riverside Plaza		
Address Line 2:	Suite 1800		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	37194-94295.001		
NAME OF SUBMITTER:	TODD PETERSON		
SIGNATURE:	TODD PETERSON		
DATE SIGNED:	02/15/2024		
Total Attachments: 6			
source=TrademarkSecurityAgreementWeinstein#page1.tif			

CH \$65.00.00 97380052

source=TrademarkSecurityAgreementWeinstein#page2.tif
source=TrademarkSecurityAgreementWeinstein#page3.tif
source=TrademarkSecurityAgreementWeinstein#page4.tif
source=TrademarkSecurityAgreementWeinstein#page5.tif
source=TrademarkSecurityAgreementWeinstein#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 13, 2024, by WEINSTEIN INDUSTRIES, LLC, an Illinois limited liability company (the "Grantor"), in favor of WINTRUST BANK, N.A. (the "Bank").

RECITALS

A. The Grantor and its affiliates have entered into a Second Amended and Restated Loan and Security Agreement dated as of March 28, 2022, as amended from time to time (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the Bank, pursuant to which the Bank has agreed to make loans to Grantor and/or its affiliates.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Bank this Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Bank, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, service marks, trademark and service mark applications and registrations, together with the goodwill symbolized thereby, and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Bank, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) all of its trademarks, service marks, trademark and service mark applications and registrations, together with the goodwill symbolized thereby, and trademark licenses to which it is a party, including those referred to on Schedule 1, other than any United States intent-to-use trademark and/or service mark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark and/or service mark applications under applicable federal law, provided that upon submission and acceptance by the U.S. Patent and Trademark Office of a statement of use and/or amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) for all goods and/or services in such intent-to-use trademark and/or service mark application, such intent-to-use trademark and/or service mark application shall be considered Trademark Collateral (as hereinafter defined).

- (2) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademarks and/or service marks, including, without limitation, those referred to in Schedule 1 annexed hereto, any registration issued pursuant to a trademark and/or service mark application referred to in Schedule 1 and any trademark and/or service mark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 and 2 being herein collectively referred to as the "Trademark Collateral");

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Loan Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

The Grantor hereby authorizes and requests the United States Patent and Trademark Office, and any other applicable government office(s), to record this Agreement, and hereby authorizes the Bank to submit this Agreement to such office(s) for recordation.

[signature page follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

WEINSTEIN INDUSTRIES, LLC

By: [Signature]
Name: Ed Chouinard
Title: Member

Acknowledged:

WINTRUST BANK, N.A.

By: _____
Name: _____
Title: _____

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

WEINSTEIN INDUSTRIES, LLC

By: _____
Name: _____
Title: _____

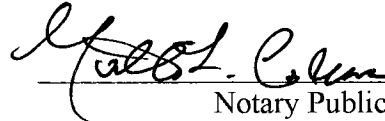
Acknowledged:

WINTRUST BANK, N.A.

By: William P. Robin
Name: WILLIAM F. ROBIN
Title: GROUP SENIOR V.P.

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 3rd day of January, 2024, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.



Notary Public



SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

MARK: BARN TO BUTCHER (word mark)

US Trademark Registration, based on App No 97380052, App Date Apr 25, 2022, Reg No 7177862, Reg Date Sep 26, 2023

MARK: ESTD BB 1959 BARN TO BUTCHER PREMIUM CUTS & Design (logo)

US Trademark Application, Pending, App No 97897439, App Date Apr 19, 2023

MARK: BARN TO BUTCHER (word mark)

Canada Trademark Application, Pending, App No 2211806, App Date Sep 23, 2022