

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI118670

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WM. H. LEAHY ASSOCIATES, INC.		03/22/2024	Corporation:
TJL FOODSERVICE HOLDINGS, INC.		03/22/2024	Corporation:
CONTINUUM PACKING SOLUTIONS, LLC		03/22/2024	Limited Liability Company:
INSTITUTIONAL FOODS PACKING CO.		03/22/2024	Corporation:
NLX BEVERAGE SOLUTIONS LLC		03/22/2024	Limited Liability Company:
RECEIVING PARTY DATA			
Company Name:	THE HUNTINGTON NATIONAL BANK		
Street Address:	200 PUBLIC SQUARE, CM64		
City:	CLEVELAND		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: OHIO		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Serial Number:	97797350	NLX BEVERAGE SOLUTIONS	
Registration Number:	2591889	P PASTEURIZED	
Registration Number:	2717776	P PASTEURIZED	
Registration Number:	1885126	DENSITY PACK	
Registration Number:	2464396	SCHOLAR DOLLARS HONORS PROGRAM	
Registration Number:	2988466	SCHOLAR DOLLARS	
Registration Number:	1157489	CARBOTROL	
Registration Number:	2788149	CARBOTROL	
Registration Number:	6932287	ALL FRIENDS	
Registration Number:	2695632	LOVIN' SPOONFULS	
Registration Number:	2764063	ORCHARD SPLASH	
Registration Number:	3077228	NUTRASSIST	

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Property Type	Number	Word Mark
Registration Number:	2820876	DUNN'S FARM
Registration Number:	3827160	FRUITBLENDZ
Registration Number:	4050763	C CONTINUUM PACKING SOLUTIONS LLC
Registration Number:	4565151	FOOD COURIER
Registration Number:	5535710	WICKED BLOODY MARY MIX
Registration Number:	6429491	HAND HERO
Registration Number:	6442364	HAND HERO
Registration Number:	6982079	

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2163485400

Email: IPMailbox@mcdonaldhopkins.com,khefner@mcdonaldhopkins.com

Correspondent Name: Kimberly Hefner

Address Line 1: 600 SUPERIOR AVENUE EAST, SUITE 2100

Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER:	34659-00087
NAME OF SUBMITTER:	KIMBERLY HEFNER
SIGNATURE:	KIMBERLY HEFNER
DATE SIGNED:	03/25/2024

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of March 22, 2024, is made by and between **WM. H. LEAHY ASSOCIATES, INC.**, an Illinois corporation ("Leahy"), **TJL FOODSERVICE HOLDINGS, INC.**, an Illinois corporation ("TJL"), **CONTINUUM PACKING SOLUTIONS, LLC**, a Nevada limited liability company ("CONTINUUM"), **INSTITUTIONAL FOODS PACKING CO.**, an Illinois corporation ("IFP"), and **NLX BEVERAGE SOLUTIONS LLC**, a Delaware limited liability company (collectively, the "Grantor"), in favor of **THE HUNTINGTON NATIONAL BANK**, a national banking association (the "Lender").

WHEREAS, the Grantor has entered into a Credit and Security Agreement dated as of September 23, 2020 (as amended, restated supplemented or modified from time to time, the "Credit Agreement"), with the Lender.

WHEREAS, under the terms of the Credit Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms used herein but not defined herein shall have the meaning set forth in the Credit Agreement.

2. Grant of Security. The Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest to, and under the following (the "IP Collateral"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "Patents");

(b) the trademark registrations and applications set forth in Schedule 1 hereto, and the unregistered trademarks used by the Grantor, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "Trademarks");

(c) the copyright registrations and applications exclusively licensed to the Grantor set forth in Schedule 1 hereto, and all extensions and renewals thereof (the "Copyrights");

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

(e) 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

(f) 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, dilution, 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.

3. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights, and any other government officials to record and register this IP Security Agreement upon request by the Lender.

4. Loan Documents. This IP 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 the Lender with respect to the IP Collateral are as provided by the Credit Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This IP 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 IP 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 IP Security Agreement.

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

7. Governing Law. This IP 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 IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

8. Amendment and Restatement. This IP Security Agreement is being executed and delivered as an amendment to and restatement in its entirety of that certain Intellectual Property Security Agreement dated as of September 23, 2020 by and between Leahy, TJL, Continuum, IFP, and Food Courier, Inc., an Illinois corporation, and the Lender (the "Original Security

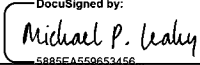
Agreement”), and the execution and delivery of this IP Security Agreement shall not, in any manner, be construed to constitute payment of, or impair, limit, cancel or extinguish, or constitute a novation in respect of, the obligations of the Grantor evidenced by or arising under the Original Security Agreement or the first lien and security interest of the Lender in the IP Collateral.

[SIGNATURE PAGE FOLLOWS]

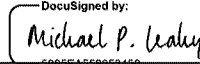
IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly
executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

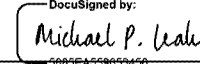
WM. H. LEAHY ASSOCIATES, INC.,
an Illinois corporation

By: 
DocuSigned by:
5885EA559653456...
Name: Michael P. Leahy
Title: Executive Chairman

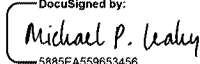
TJL FOODSERVICE HOLDINGS, INC.,
an Illinois corporation

By: 
DocuSigned by:
5885EA559653456...
Name: Michael P. Leahy
Title: Executive Chairman

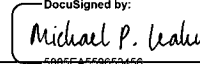
CONTINUUM PACKING SOLUTIONS,
LLC,
a Nevada limited liability company

By: 
DocuSigned by:
5885EA559653456...
Name: Michael P. Leahy
Title: Manager

INSTITUTIONAL FOODS PACKING CO.,
an Illinois corporation

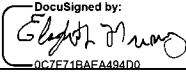
By: 
DocuSigned by:
5885EA559653456...
Name: Michael P. Leahy
Title: Executive Chairman

NLX BEVERAGE SOLUTIONS LLC,
a Delaware limited liability company

By: 
DocuSigned by:
5885EA559653456...
Name: Michael P. Leahy
Title: Manager



AGREED TO AND ACCEPTED:


THE HUNTINGTON NATIONAL BANK

By: 
Name: Elizabeth Murray
Title: Senior Vice President

SCHEDULE 1


[See attached]

MG Ref. No.	Mark	Country	Status	Application No.	Application Date	Registration No.	Registration Date	Class(es)
12005/60742/US		United States	Registered	75/485403	05/14/1998	2591889	07/09/2002	32: Fruit juices
12005/60748/US		United States	Registered	76/067942	06/12/2000	2717776	05/20/2003	29: Canned fruit and fruit packaged in plastic containers 32: Preparations and concentrates for making fruit juices and non-alcoholic cocktail mixers
12005/60100/US	DENSITY PACK	United States	Registered	74/520563	05/06/1994	1885126	03/21/1995	29: Unsweetened canned fruit
12005/63000/CA	TOGETHER BEVERAGE	Canada	Pending	2137374	10/01/2021			30: Non-carbonated beverage bases from making lemonades, teas, juice, and fruit, spice, and botanical-infused beverages.
12005/60744/US	SCHOLAR DOLLARS HONORS PROGRAM	United States	Registered	75/698481	05/05/1999	2464396	06/26/2001	35: Promoting the purchase of fruits, juices, deserts and vegetables through the administration of incentive award programs for commercial and non commercial foodservice operations and facilities





12005/60006/US	SCHOLAR DOLLARS	United States	Registered	76/431944	07/18/2002	2988466	08/30/2005	35: Promoting the sale of fruits, juices, desserts and vegetables through the administration of incentive reward programs for commercial and non-commercial food service operations and facilities
12005/5439/US		United States	Registered	73/239296	11/16/1979	1157489	06/09/1981	29: Unsweetened Canned Fruit
12005/60108/US	CARBOTROL	United States	Registered	76/398525	04/22/2002	2788149	12/02/2003	29: Canned fruit, whipped topping, and fruit sauce 30: Flavored gelatins; instant pudding 32: Fruit juice and fruit juices concentrates; aseptic pack fruit juices and aseptic pack fruit juice concentrates
12005/60108/CA	CARBOTROL	Canada	Registered	1147232	07/18/2002	TMA615494	07/22/2004	29: Canned fruit, fruit cups; Canned fruit; whipped topping 30: Fruit Sauces; Flavored gelatins; instant pudding; fruit sauces, food thickener 32: Fruit juices and juice concentrates; aseptic pack juices and juice

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12005/63001/US	ALL FRIENDS	United States	Registered	97/032211	09/17/2021	6932287	12/20/2022	concentrates 5: Dietary supplemental drinks in the nature of vitamin and mineral beverages 30: Tea-based beverages 32: Concentrates and powders used in the preparation of energy drinks and fruit-flavored beverages; Fruit-flavored beverages; Non-alcoholic beverages flavored with tea; Sports drinks containing electrolytes
12005/63001/CA	ALL FRIENDS	Canada	Pending	2167685	02/18/2022	-	-	5: Dietary supplemental drinks in the nature of vitamin and mineral beverages; Electrolyte drinks for medical purposes 30: Tea-based beverages 32: Concentrates and powders used in the preparation of energy drinks and fruit-flavored beverages; Fruit-based beverages; Fruit-flavored beverages; Fruit flavored drinks; Non-alcoholic beverages

12005/60005/US	LOVIN' SPOONFUL	United States	Registered	76/423082	06/13/2002	2695632	03/11/2003	flavored with tea; Non-alcoholic beverages containing fruit juices; Non-alcoholic beverages with tea flavor; Sports drinks containing electrolytes
12005/60005/CA	LOVIN' SPOONFUL	Canada	Registered	1283196	12/15/2005	TMA700722	11/13/2007	29: Canned fruit, fruit cups; Canned fruit; whipped topping
12005/60109/US	ORCHARD SPLASH	United States	Registered	76/473775	12/05/2002	2764063	09/16/2003	32: Fruit juices and fruit juice concentrates
12005/60109/CA	ORCHARD SPLASH	Canada	Registered	1254305	04/15/2005	TMA671683	08/30/2006	32: Beer and non-alcoholic beverages
12005/60118/CA	ORCHARD'S CHOICE	Canada	Registered	1254299	04/15/2005	TMA663120	04/21/2006	29: Canned fruit in syrup
12005/60117/US	NUTRASSIST	United States	Registered	76/602691	07/19/2004	3077228	04/04/2006	5: Nutritional supplements, namely, fortified beverages
12005/60112/US	DUNN'S FARM	United States	Registered	76/473779	12/05/2002	2820876	03/09/2004	30: Syrups, namely, maple flavored syrup and mixed berry flavored syrup, pancake syrup, waffle syrup, and table syrup
12005/60007/US	FRUITBLENDZ	United States	Registered	77/787853	07/23/2009	3827160	08/03/2010	29: Fruit sauces
12005/60007/CA	FRUITBLENDZ	Canada	Registered	1466265	01/19/2010	TMA870881	02/07/2014	29: Fruit sauces
12005/60754/US		United States	Registered	85/203360	12/21/2010	4050763	11/01/2011	39: Bottling and packaging services; food and beverage packaging and bottling services; bottling and packaging food products, juices,

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									prepared fruit products, dairy products, broths, non-alcoholic beverage products, alcohol spirit beverages, high and low acid foods, and sauces to the order and specification of others
12005/60759/US	FOOD COURIER		United States	Registered	85/877127	03/15/2013	4565151	07/08/2014	
12005/60759/CA	FOOD COURIER		Canada	Registered	1643683	09/16/2013	TMA904735	05/28/2015	35: Providing a website featuring online prepared food ordering services
12005/60760/US	WICKED BLOODY MARY MIX		United States	Registered	87/748821	01/09/2018	5535710	08/07/2018	32: Non-alcoholic cocktail mixes
12005/60762/US	HAND HERO		United States	Registered	88/905331	05/07/2020	6429491	07/20/2021	5: Hand-sanitizing preparations
12005/60761/US			United States	Registered	88/905326	05/07/2020	6442364	08/03/2021	5: Hand-sanitizing preparations
12005/63002/US			United States	Registered	97/090204	10/25/2021	6982079	02/14/2023	32: Syrup bases and concentrates for making non-alcoholic beverages
12005/63002/CA			Canada	Pending	2181293	04/25/2022	-	-	32: Syrup bases/concentrates for making non-alcoholic beverages
12005/63003/US	NLX BEVERAGE SOLUTIONS		United States	Pending	97/797350	02/16/2023	-	-	32: Non-Alcoholic carbonated beverages; Fruit-

													flavored beverages; Vegetable-based beverages; Energy beverages; Tea beverages; Herbal food beverages; Beverages made of coffee; Concentrates for making fruit based beverages; Syrup for flavoring food or beverages; Flavorings, other than essential oils, for beverages; Concentrates and powders used in the preparation of energy drinks and fruit-flavored beverages
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RECORDED: 03/25/2024