

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389975

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	IP Supplement to Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Woodland Foods, Ltd.		06/30/2016	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national banking corporation: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	85754181	FARMERS & FORAGERS	
Serial Number:	85938252	NATURALLY SEASONED FUSIONS	
Registration Number:	4673171	ROYAL ANDEAN	
Registration Number:	4689359	FARMERS & FORAGERS	
Registration Number:	4626414	GOURMETSTORE.COM	
Registration Number:	3258004	D'ALLASANDRO	
Registration Number:	3772579	EPICUREAN SPECIALTIES	
Registration Number:	3834341	EPICUREAN SPECIALTY	
Registration Number:	3747633	D'ALLESANDRO	
Registration Number:	3556638	ANGELINA'S GOURMET	
Registration Number:	3378015	MANITOU TRADING COMPANY	
Registration Number:	2106909	WOODLAND FOODS	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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:	312-609-7814		
Email:	ahergott@vedderprice.com		
Correspondent Name:	Anita Hergott		
Address Line 1:	222 N. LaSalle St.		
TRADEMARK			

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Address Line 4:	Chicago, ILLINOIS 60601
ATTORNEY DOCKET NUMBER:	42110000028
NAME OF SUBMITTER:	Anita Hergott
SIGNATURE:	/Anita Hergott/
DATE SIGNED:	07/01/2016
Total Attachments: 5 source=BMO-Woodland - IP Security Agreement (Executed)#page1.tif source=BMO-Woodland - IP Security Agreement (Executed)#page2.tif source=BMO-Woodland - IP Security Agreement (Executed)#page3.tif source=BMO-Woodland - IP Security Agreement (Executed)#page4.tif source=BMO-Woodland - IP Security Agreement (Executed)#page5.tif	

IP SUPPLEMENT TO SECURITY AGREEMENT

THIS IP SUPPLEMENT SECURITY AGREEMENT (this “*Agreement*”), dated as of June 30, 2016, is made by Woodland Foods, Ltd. (the “*Debtor*”), in favor of **BMO Harris Bank N.A.** in connection with that certain Security Agreement dated as of June 30, 2016 among Debtor, the other “*Debtors*” party thereto and the Secured Party (as amended, restated, supplemented or modified from time to time, the “*Security Agreement*”). Capitalized terms not otherwise defined herein are being used herein as defined in the Security Agreement.

WITNESSETH:

A. Pursuant to the Security Agreement, the Debtor pledged and granted to the Secured Party a continuing security interest in all intellectual property constituting Collateral, including the Trademarks listed on Schedule A hereto (the “*Additional Intellectual Property*”); and

B. The Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make extensions of credit to the Borrowers pursuant to the Credit Agreement, the Debtor agrees as follows:

1. The Debtor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Debtor’s right, title and interest in, to and under the Additional Intellectual Property to the Secured Party to secure payment, performance and observance of the Obligations.

2. This Agreement has been executed and delivered by the Debtor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Additional Intellectual Property described herein is in addition to, and not in substitution or replacement for, the intellectual property heretofore described in and subject to the Security Agreement, and nothing contained herein shall in any manner impair the priority of the Liens and security interests heretofore granted by any Debtor in favor of the Secured Party under the Security Agreement.

3. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Additional Intellectual Property granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

4. No reference to this Agreement need be made in the Security Agreement or in any other document or instrument making reference to the Security Agreement, any reference to the Security Agreement in any of such items to be deemed a reference to the Security Agreement as supplemented hereby. Debtor acknowledges that this Agreement shall be effective upon its execution and delivery by Debtor to the Secured Party, and it shall not be necessary for the

Secured Party to execute this Agreement or any other acceptance hereof or otherwise to signify or express its acceptance hereof.

5. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. This Agreement shall be governed by and construed in accordance with the State of Illinois (without regard to principles of conflicts of law)..

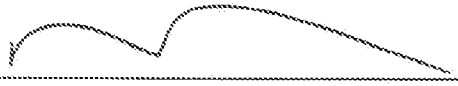
(Signature Page Follows)

Signature Page to IP Supplement to Security Agreement

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

WOODLAND FOODS, LTD., an Illinois corporation

By 


David L. Moore
President and Chief Executive Officer

Signature Page to IP Supplement to Security Agreement

SECURED PARTY:

BMO HARRIS BANK N.A.

By



Carl Skoog
Senior Vice President

Schedule A

App. No.	Reg. No.	Trade Mark	Status
86018599	4673171	ROYAL ANDEAN	Registered
85754181		FARMERS & FORAGERS	Registered
85938252		NATURALLY SEASONED FUSIONS	Registered
85983201	4689359	FARMERS & FORAGERS	Registered
85815883	4626414	GOURMETSTORE.COM	Registered
78811635	3258004	D'ALLASANDRO	Registered
77533465	3772579	EPICUREAN SPECIALTIES	Registered
77896878	3834341	EPICUREAN SPECIALTY	Registered
77609702	3747633	D'ALLESANDRO	Registered
77465739	3556638	ANGELINA'S GOURMET	Registered
77197059	3378015	MANITOU TRADING COMPANY	Registered
75166329	2106909	WOODLAND FOODS	Registered