

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512807

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tasteful Selections, LLC		03/05/2019	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	88140132	STEAMPAK MINI	
Serial Number:	87181833	HONEY GOLD S'MASHERS	
Serial Number:	87538669	RUBY SENSATION STEAMPAK MINI	
Serial Number:	87538662	HONEY GOLD STEAMPAK MINI	
Serial Number:	85077911	GOLD FINGERLING	
Serial Number:	85281258	BITE RIGHT SIZING 1 BITE 2 BITES 3 BITES	
Serial Number:	85094859	GOLDEN TEMPTATION	
Serial Number:	85281186	TASTEFUL SELECTIONS	
Serial Number:	85077909	RUBY FINGERLING	
Serial Number:	85077885	HONEY GOLD	
Serial Number:	85077897	RUBY SENSATION	
Serial Number:	85077883	SIMPLY AMAZING	
Serial Number:	85077907	SUNRISE MEDLEY	
Serial Number:	85077879	TASTEFUL SELECTIONS	
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>			

OP \$365.00 88140132

Email: devin.rodriques@clarivate.com
Correspondent Name: Diandra M. LaMantia
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER: Diandra M. LaMantia

SIGNATURE: /Devin Rodrigues/

DATE SIGNED: 03/05/2019

Total Attachments: 6

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TRADEMARK COLLATERAL AGREEMENT

This 5th day of March, 2019, TASTEFUL SELECTIONS, LLC, a Wisconsin limited liability company ("*Debtor*") with its principal place of business and mailing address at 13003 Di Giorgio Road, Arvin, California 93203, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO HARRIS BANK N.A., a national banking association ("*BMO Harris*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors as defined in the Security Agreement referred to below (BMO Harris acting as such administrative agent and any successor or successors to BMO Harris acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to Agent a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*");

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) 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 (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations.

When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of Illinois without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

TASTEFUL SELECTIONS, LLC

By Robert J. Bender
Name: Robert J. Bender
Title: President

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.

By _____
Name: _____
Title: _____

[Signature Page to Trademark Collateral Agreement]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

TASTEFUL SELECTIONS, LLC

By: _____
Name: _____
Title: _____

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.

By *Ms. Meghan E. Jacobsen*
Name Meghan Jacobsen
Title Vice President

[Signature Page to Trademark Collateral Agreement]

SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS

FEDERAL TRADEMARK REGISTRATIONS AND PENDING FEDERAL TRADEMARK
APPLICATIONS

TRADEMARK	SERIAL NUMBER	REGISTRATION NUMBER	FILING DATE/REGISTRATION DATE
STEAMPAK MINI	88140132	N/A	October 2, 2018
HONEY GOLD S'MASHERS	87181833	N/A	September 23, 2016
RUBY SENSATIONS STEAMPAK MINI	87538669	5455191	July 22, 2017 / April 24, 2018
HONEY GOLD STEAMPAK MINI	87538662	5455190	July 22, 2017 / April 24, 2018
GOLD FINGERLING	85077911	4021452	July 5, 2010 / September 6, 2011
BITE RIGHT SIZING 1 BITE 2 BITES 3 BITES FASTEST FASTER FAST QUICK COOK TIMING	85281258	4137828	March 30, 2011 / May 8, 2012
GOLDEN TEMPTATION	85094859	4104006	July 28, 2010 / February 28, 2012
TASTEFUL SELECTIONS	85281186	4045191	March 30, 2011 / October 25, 2011
RUBY FINGERLING	85077909	4021451	July 5, 2010 / September 6, 2011
HONEY GOLD	85077885	4011262	July 5, 2010 / August 16, 2011
RUBY SENSATION	85077897	4014835	July 5, 2010 / August 23, 2011
SIMPLY AMAZING	85077883	3969339	July 5, 2010 / May 31, 2011
SUNRISE MEDLEY	85077907	3999935	July 5, 2010 / July 19, 2011
TASTEFUL SELECTIONS	85077879	3922782	July 5, 2010 / February 22, 2011