# CH \$390.00 8764700

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM515010

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Evans Food Group Ltd.		03/19/2019	Corporation: DELAWARE

## **RECEIVING PARTY DATA**

Name:	BMO Harris Bank N.A., as Administrative Agent		
Street Address:	111 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		

# **PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Serial Number:	87647004	
Serial Number:	87373713	SHOTZ!
Serial Number:	87373776	SHOTZ
Registration Number:	5476684	MIX FIX
Registration Number:	5675847	MIX FIX
Registration Number:	5581169	BRING HOME THE CRUNCH
Registration Number:	5492588	FLAVOR WORTH CRAVING
Serial Number:	88121087	GOLDEN CRACKLINS
Serial Number:	87949239	GAYTAN FOODS
Serial Number:	87728581	GET YOUR SNACK ON
Registration Number:	5468983	MAC'S
Registration Number:	5468982	MAC'S
Serial Number:	88245921	CAZO DE ORO
Serial Number:	88245920	CAZO DE ORO
Serial Number:	87373386	PÖRQ

### **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.

TRADEMARK
REEL: 006595 FRAME: 0493

900490334

**Phone:** 3125778467

Email: rebecca.paul@kattenlaw.com

Correspondent Name: Rebecca A. Paul c/o Katten Muchin

Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER: Rebecca A. Paul

SIGNATURE: /Rebecca A. Paul/

**DATE SIGNED:** 03/19/2019

### **Total Attachments: 4**

source=Executed - Evans - Trademark Security Agreement (Second Amendment)#page1.tif source=Executed - Evans - Trademark Security Agreement (Second Amendment)#page2.tif source=Executed - Evans - Trademark Security Agreement (Second Amendment)#page3.tif source=Executed - Evans - Trademark Security Agreement (Second Amendment)#page4.tif

### **GRANT OF A SECURITY INTEREST --TRADEMARKS**

This Trademark Security Agreement (this "<u>Trademark Security Agreement</u>") is made as of March 19, 2019, by EVANS FOOD GROUP LTD. ("<u>Grantor</u>"), in favor of BMO HARRIS BANK N.A., in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, "<u>Grantee</u>").

WHEREAS, Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached <u>Schedule A</u>, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor has entered into a Pledge and Security Agreement, dated April 8, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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

EVANS GOOD GROUP LTD.

Name: William Craig Leese Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

# SCHEDULE A TO GRANT OF A SECURITY INTEREST

Mark	Application	Application	Registration	Registration	Status of	Owner/
	No.	Date	No.	Date	Mark	Applicant
(Pig Design)	87647004	10/16/2007	N/A	N/A	Published	Evans
					(Pending)	Food
						Group Ltd
SHOTZ!	87373713	03/16/2017	N/A	N/A	Published	Evans
					(Pending)	Food
						Group
						Ltd.
SHOTZ	87373776	03/16/2017	N/A	N/A	Published	Evans
					(Pending)	Food
						Group
						Ltd.
MIX FIX	87373379	03/16/2017	5476684	05/22/2018	Registered	Evans
						Food
						Group
						Ltd.
MIX FIX	87373382	03/16/2017	5675847	02/12/2019	Registered	Evans
						Food
						Group
						Ltd.
BRING	86818120	11/12/2015	5581169	10/09/2018	Registered	Evans
HOME THE						Food
CRUNCH						Group
						Ltd.
FLAVOR	86818107	11/12/2015	5492588	06/12/2018	Registered	Evans
WORTH						Food
CRAVING						Group
						Ltd.
GOLDEN	88121087	09/18/2018	N/A	N/A	Pending	Evans
CRACKLINS						Food
						Group
						Ltd.
GAYTAN	87949239	06/05/2018	N/A	N/A	Pending	Evans
FOODS						Food
						Group
						Ltd.
GET YOUR	87728581	12/20/2017	N/A	N/A	Pending	Evans
SNACK ON						Food
						Group
						Ltd.

MAC'S	87639923	10/10/2017	5468983	05/15/2018	Registered	Evans Food Group Ltd.
MAC'S (Design)	87639922	10/10/2017	5468982	05/15/2018	Registered	Evans Food Group Ltd.
CAZO DE ORO (Design)	88245921	12/31/2018	N/A	N/A	Pending	Evans Food Group Ltd.
CAZO DE ORO	88245920	12/31/2018	N/A	N/A	Pending	Evans Food Group Ltd.
PÖRQ	87373386	3/16/2017	N/A	N/A	Pending	Evans Food Group Ltd.

**RECORDED: 03/19/2019**