

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM547556

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
John Soules Foods, Inc.		10/31/2019	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Administrative Agent		
Street Address:	111 West Monroe Steet		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	88298376	CHICKEN MUNCHERS	
Serial Number:	87843249	GREAT FOOD, MADE SIMPLE.	
Serial Number:	87843240	GREAT FOOD, MADE SIMPLE.	
Serial Number:	87843295	LUNCH STARTS HERE!	
Serial Number:	87843288	LUNCH STARTS HERE	
Serial Number:	87843285	DINNER STARTS HERE!	
Serial Number:	87843282	DINNER STARTS HERE	
Serial Number:	87843280	MEALS START HERE!	
Serial Number:	87843259	MEALS START HERE	
CORRESPONDENCE DATA			
Fax Number:	8888295819		
<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) 288-3586		
Email:	CLS-ResultsChicagoUCC@wolterskluwer.com		
Correspondent Name:	Nancy Helm Brown		
Address Line 1:	2929 Allen Pkwy		
Address Line 2:	Suite 3300		
Address Line 4:	Houston, TEXAS 77019		
NAME OF SUBMITTER:	Gregory T. Pealer		

OP \$240.00 88298376

SIGNATURE:	/Gregory T. Pealer/
DATE SIGNED:	10/31/2019
Total Attachments: 6 source=Trademark Collateral Agreement#page1.tif source=Trademark Collateral Agreement#page2.tif source=Trademark Collateral Agreement#page3.tif source=Trademark Collateral Agreement#page4.tif source=Trademark Collateral Agreement#page5.tif source=Trademark Collateral Agreement#page6.tif	

TRADEMARK COLLATERAL AGREEMENT

This 31st day of October, 2019, John Soules Foods, Inc., a Texas corporation (the “*Debtor*”), with its mailing address at 10150 Farm to Market Road 14, Tyler, Texas 75706, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants to BMO Harris Bank N.A. (“*BMO Harris*”), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO Harris acting as such administrative agent and any successors or assigns to BMO Harris acting in such capacity being hereinafter referred to as the “*Agent*”), for the benefit of the Secured Creditors a continuing security interest in, the following property:

(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

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement 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 to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor, as a Borrower, and certain affiliates of Debtor as set out in that certain Amended and Restated Security Agreement dated as of even date herewith among the Debtor, the other parties thereto as debtors and such other parties who execute and deliver to the Agent an Assumption and Supplemental Security Agreement, including the Debtor, and the Agent, as the same may be amended, modified, supplemented 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 Agreement.


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.

[REMAINDER OF PAGE LEFT BLANK; 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.

JOHN SOULES FOODS, INC.

By 
Name: John Soules Jr.
Title: Co-CEO

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

BMO HARRIS BANK N.A., as Agent

By _____
Name _____
Title _____

Signature Page to Trademark Collateral Agreement

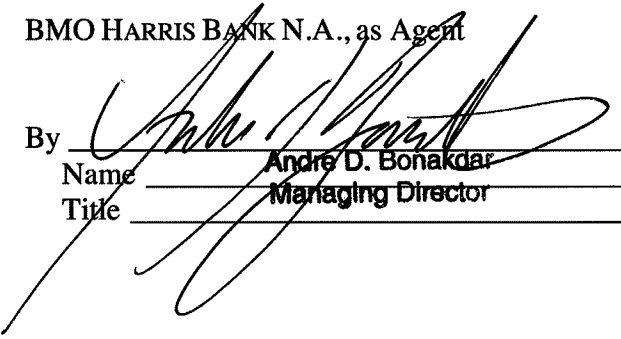
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

JOHN SOULES FOODS, INC.

By _____
Name: John Soules, Jr.
Title: Co-CEO

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

BMO HARRIS BANK N.A., as Agent

By  _____
Name: Andre D. Bonakdar
Title: Managing Director

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

REGISTERED FEDERAL TRADEMARKS

No.	TRADEMARK	SERIAL NUMBER	REGISTRATION DATE
1.	CHICKEN MUNCHERS	88298376	February 12, 2019
2.	GREAT FOOD, MADE SIMPLE.	87843249	March 21, 2018
3.	GREAT FOOD, MADE SIMPLE.	87843240	March 21, 2018
4.	LUNCH STARTS HERE!	87843295	March 21, 2018
5.	LUNCH STARTS HERE	87843288	March 21, 2018
6.	DINNER STARTS HERE!	87843285	March 21, 2018
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