

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM563148

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Monogram Brands, LLC		02/21/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A., as Administrative Agent		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3527337	CIRCLE B BRAND	
<b>Registration Number:</b>	2169689	KING COTTON	
<b>Registration Number:</b>	3579170	KING COTTON	
<b>Registration Number:</b>	3696602	KING COTTON PLUMP 'N' TENDER	
<b>Registration Number:</b>	1809380	RIGHTLY SEASONED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	8888295817		
<b>Email:</b>	katie.harej@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	208 South LaSalle St.		
<b>Address Line 2:</b>	Suite 814		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60604		
<b>NAME OF SUBMITTER:</b>	Diandra M. LaMantia		
<b>SIGNATURE:</b>	/Diandra M. LaMantia/		
<b>DATE SIGNED:</b>	02/21/2020		
<b>Total Attachments: 5</b>			

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Monogram Brands, LLC

- Individual(s)                       Association  
 Partnership                         Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other limited liability company \_\_\_\_\_

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) February 21, 2020

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  
 No

Name: BMO Harris Bank N.A., as Administrative Agent

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois

Country: USA                                      Zip: 60603

- Individual(s)    Citizenship \_\_\_\_\_  
 Association    Citizenship USA  
 Partnership    Citizenship \_\_\_\_\_  
 Limited Partnership    Citizenship \_\_\_\_\_  
 Corporation    Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_    Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)                      Text

None

B. Trademark Registration No.(s)

See Schedule A attached hereto and made a part hereof.

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Diandra M. LaMantia

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois                                      Zip: 60603

Phone Number: 312-845-3274

Docket Number: \_\_\_\_\_

Email Address: lamantia@chacpman.com

**6. Total number of applications and registrations involved:**

5

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:** [Signature] for Chapman and Cutler LLP

February 21, 2020

Signature

Date

Diandra M. LaMantia, Project Assistant

Total number of pages including cover sheet, attachments, and document: 5

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK COLLATERAL AGREEMENT

This 21st day of February, 2020, MONOGRAM BRANDS, LLC, a Delaware limited liability company (“*Debtor*”), with its principal place of business and mailing address at 530 Oak Court Drive, Suite 400, Memphis, Tennessee 38117, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants 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 defined in that certain Security Agreement hereinafter defined (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*”), a lien on, and 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 or trademark registration 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 performance of all Secured Obligations of Debtor as set out in that certain Amended and Restated Security Agreement dated as of October 28, 2013 by and among the Debtor, the other debtors party thereto and the Agent, as the same has been and may hereafter be amended, modified, supplemented or restated from time to time (the “*Security Agreement*”).

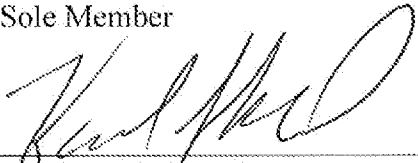
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a 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.

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

MONOGRAM BRANDS, LLC

By: Monogram Food Solutions, LLC  
Its: Sole Member

By   
Name: Karl Schledwitz  
Title: Executive Chairman

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

BMO HARRIS BANK N.A., as Administrative  
Agent

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

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

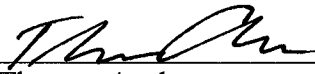
MONOGRAM BRANDS, LLC

By: Monogram Food Solutions, LLC  
Its: Sole Member

By \_\_\_\_\_  
Name: Karl Schledwitz  
Title: Executive Chairman

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

BMO HARRIS BANK N.A., as Administrative  
Agent

By  \_\_\_\_\_  
Name: Thomas Ausborn  
Title: Director

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK REGISTRATION**

Trademark	Application Number and Date	Registration Number and Date
Circle B Brand (and Design)	77/439,143 4/3/08	3,527,337 11/4/08
King Cotton (and Design)	75/334,376 08/01/97	2,169,689 6/30/98
King Cotton (and Design)	77/455,609 4/23/08	3,579,170 2/24/09
King Cotton Plump 'N' Tender (and Design)	77/455,635 4/23/08	3,696,602 10/13/09
Rightly Seasoned	74/342,845 12/23/92	1,809,380 12/7/93