

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM611703

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JOY CONE CO.		12/01/2020	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Administrative Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5640875	JOY CHOCOLATEY DIPPED ICE CREAM CUPS	
Registration Number:	5842449	JOY CHOCOLATEY DIPPED ICE CREAM CUPS	
Registration Number:	6052846	ENJOY-A-BOWLS	
Registration Number:	5141664	JOY	
Registration Number:	5150549	JOY	
Registration Number:	5877516	JOY	
Registration Number:	5879794	JOY	
Registration Number:	6158742	BODEANS BAKING GROUP	
Serial Number:	88059474	BODEANS BAKING GROUP	
Serial Number:	90139213	BODEANS BAKING GROUP	
Serial Number:	88059465	JOY BAKING GROUP	
Serial Number:	88059456	JOY BAKING GROUP	
Registration Number:	6142456	JOY	
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:	3122883586		
Email:	john.cunningham@wolterskluwer.com		

OP \$340.00 5640875

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

SIGNATURE: /Gregory T. Pealer/

DATE SIGNED: 12/01/2020

Total Attachments: 7

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TRADEMARK COLLATERAL AGREEMENT

This 1st day of December, 2020, JOY CONE CO., a Pennsylvania corporation (“*Debtor*”) with its principal place of business and mailing address at 3435 Lamor Road, Hermitage, Pennsylvania 16148, 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 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 “*Agent*”), and grants to Agent for the benefit of the Secured Creditors 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 and all other Debtors as set out in that certain Security Agreement dated as of September 29, 2016 between Debtor, such other Debtors and Agent, as the same may be supplemented (including by that certain Master Reaffirmation Agreement dated as of the date hereof, by and among the Debtors set forth therein and Agent), amended, modified, or restated from time to time (the “*Security Agreement*”). All capitalized terms used in this Trademark Collateral Agreement without definition shall have the same meaning herein as such terms have in 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 authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by Agent.

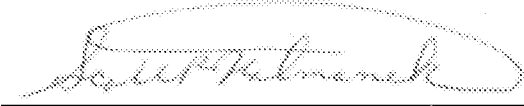
Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of 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.

JOY CONE Co.

By 
Name Scott P. Kalmanek
Title Secretary/Treasurer/CFO

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

BMO HARRIS BANK N.A., as 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.

JOY CONE CO.

By _____
Name _____
Title _____

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

BMO HARRIS BANK N.A., as Agent



By _____
Name: Meaghan Jacobsen
Title: Vice President

**SCHEDULE A
To
TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

LOAN PARTY	COUNTRY OF REGISTRATION OR APPLICATION	DESCRIPTION	Registration/ Serial Number	Registration/ Application Date
JOY CONE Co.	UNITED STATES		5,640,875	January 1, 2019
JOY CONE Co.	UNITED STATES	JOY CHOCOLATEY DIPPED ICE CREAM CUPS	5,842,449	August 27, 2019
JOY CONE Co.	UNITED STATES	ENJOY-A-BOWLS	6,052,846	May 12, 2020
JOY CONE Co.	UNITED STATES		5,141,664	February 14, 2017
JOY CONE Co.	UNITED STATES		5,150,549	February 28, 2017
JOY CONE Co.	UNITED STATES	JOY	5,877,516	October 8, 2019
JOY CONE Co.	UNITED STATES	JOY	5,879,794	October 8, 2019

JOY CONE Co.	UNITED STATES	JOY	6,142,456	September 1, 2020
JOY CONE Co.	UNITED STATES	BODEANS BAKING GROUP	6,158,742	September 22, 2020
JOY CONE Co.	UNITED STATES		88/059,474	July 31, 2018
JOY CONE Co.	UNITED STATES		90/139,213	August 26, 2020
JOY CONE Co.	UNITED STATES		88/059,465	July 31, 2018
JOY CONE Co.	UNITED STATES	JOY BAKING GROUP	88/059,456	July 31, 2018