

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617141

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Premier Specialty Brands, LLC		12/29/2020	Limited Liability Company: DELAWARE
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:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4972422	DIVIDE & CONQUER	
Registration Number:	4968076	KAMADOJOE	
Registration Number:	4946110	KAMADOJOE	
Serial Number:	90115200	JOETISSERIE	
Serial Number:	90082502	PELLET JOE	
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>			
Phone:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1785638-0069-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	12/29/2020		

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Total Attachments: 3

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of December 29, 2020, by PREMIER SPECIALTY BRANDS, LLC, a Delaware limited liability company (the "Grantor"), in favor of BMO HARRIS BANK N.A., in its capacity as Administrative Agent for itself and the other Secured Creditors (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the 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 Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated August 14, 2018 (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, the Grantor has granted to the Grantee for the benefit of the Secured Creditors (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the 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, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Creditors, 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.

The 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 Security 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, the 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.

PREMIER SPECIALTY BRANDS, LLC

By: Jon Schwartz
Name: Jonathan E. Schwartz
Title: Vice President & Secretary

Trademark Security Agreement

**TRADEMARK
REEL: 007149 FRAME: 0126**

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Owner	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
PREMIER SPECIALTY BRANDS, LLC	JOETISSERIE	90115200	14-AUG-2020	N/A	N/A
PREMIER SPECIALTY BRANDS, LLC	PELLETT JOE	90082502	30-JUL-2020	N/A	N/A
PREMIER SPECIALTY BRANDS, LLC	Design Only	87148914	24-AUG-2016	5224961	13-JUN-2017
PREMIER SPECIALTY BRANDS, LLC	DIVIDE & CONQUER	86767741	24-SEP-2015	4972422	07-JUN-2016
PREMIER SPECIALTY BRANDS, LLC	KAMADOJOE	86759435	17-SEP-2015	4968076	31-MAY-2016
PREMIER SPECIALTY BRANDS, LLC	KAMADOJOE	86759438	17-SEP-2015	4946110	26-APR-2016