

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638980

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Patriot Pickle Inc.		04/13/2021	Corporation: 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:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	90528854	PATRIOT PICKLE	
Serial Number:	90367609	CRISP BRAND ADD A FRESH CRUNCH TO YOUR L	
Serial Number:	88461347	PICKLE ADE	
Serial Number:	88461401	REGAL CROWN	
Registration Number:	5937763	KZ	
Registration Number:	4424888	THE ALL AMERICAN PICKLE PATRIOT PICKLE	
Registration Number:	4500701	NATURAL HARVEST	
CORRESPONDENCE DATA			
Fax Number:	8888295817		
<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		
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:	Diandra M. LaMantia		
SIGNATURE:	/Diandra M. LaMantia/		
DATE SIGNED:	04/13/2021		

OP \$190.00 90528854

Total Attachments: 5

source=IP filing#page1.tif

source=IP filing#page2.tif

source=IP filing#page3.tif

source=IP filing#page4.tif

source=IP filing#page5.tif

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):

Patriot Pickle Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) April 13, 2021

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

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 _____

See Schedule A attached hereto and made a part hereof.

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@chapman.com

6. Total number of applications and registrations involved:

7

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

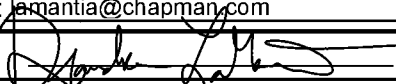
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

 for Chapman and Cutler LLP

Signature

April 13, 2021

Date

Diandra M. LaMantia, Project Assistant

Name of Person Signing

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

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of April 13, 2021, by Patriot Pickle Inc., a Delaware corporation ("Grantor"), in favor of BMO HARRIS BANK N.A., in its capacity as Administrative Agent for each Lender Party (in such capacity, together with its successors and assigns in such capacity, if any, "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 as of April 13, 2021 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has pledged and granted to the Grantee (and its agents and designees) for the benefit of the Lender Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below), to secure the payment, performance and observance of all of the Secured Obligations.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. As collateral security for the payment, performance and observance of all of the Secured Obligations, the Grantor does hereby pledge and grant to the Grantee (and its agents and designees) for the benefit of the Lender Parties, a continuing security interest in all of the following property, whether now or hereafter existing or whether now owned or hereafter acquired (collectively, the "Trademark Collateral"):

the Trademarks, together with (a) all extensions, modifications and renewals thereof, (b) the goodwill of the business connected with the use of and symbolized by any of the foregoing, (c) all income, license fees, royalties, damages, claims and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements or dilutions thereof, (d) the right to sue or otherwise recover for past, present and future infringements and dilutions thereof, and (e) rights corresponding thereto throughout the world. Notwithstanding the foregoing, the Trademark Collateral shall not include any Excluded Assets.

2. All capitalized terms used but not otherwise defined herein have the meanings given to them (including by reference) in the Security Agreement.

3. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Trademark Collateral, and the security interest granted therein, 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. In the event of a conflict

between this Trademark Security Agreement and the Security Agreement, the provisions of the Security Agreement shall control.

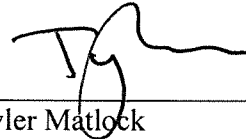
4. **THIS TRADEMARK AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.**

5. 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.

[Remainder of page intentionally left blank]

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.

PATRIOT PICKLE INC., a Delaware corporation






By: _____

Name: Tyler Matlock

Title: Vice President

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
PATRIOT PICKLE	90528854	2/15/21	N/A	N/A	Patriot Pickle Inc.	Pending
CRISP BRAND ADD A FRESH CRUNCH TO YOUR LUNCH	90367609	12/8/20	N/A	N/A	Patriot Pickle Inc.	Pending
PICKLE ADE 	88461347	6/15/19	N/A	N/A	Patriot Pickle Inc.	Pending
REGAL CROWN	88461401	6/15/19	N/A	N/A	Patriot Pickle Inc.	Pending
KZ 	88461378	6/15/19	5937763	12/17/19	Patriot Pickle Inc.	Registered
THE ALL AMERICAN PICKLE PATRIOT PICKLE 	85864675	3/1/13	4424888	10/29/13	Patriot Pickle Inc.	Registered
NATURAL HARVEST	85909646	4/19/13	4500701	3/24/15	Patriot Pickle Inc.	Registered