

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679493

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Bell Creameries, L.P.		10/07/2021	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Agent		
Street Address:	200 Crescent Court, Suite 400		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	0972517	BLUE BELL	
Registration Number:	2873567	BLUE BELL	
Registration Number:	3221632	BLUE BELL ICE CREAM	
Registration Number:	3285654	BLUE BELL ICE CREAM THE ORIGINAL HOMEMAD	
Registration Number:	5226529	COOKIE TWO STEP	
Registration Number:	5087081	CAMO 'N CREAM	
Registration Number:	1321048		
Registration Number:	1144445		
Registration Number:	3921460	THE GREAT DIVIDE	
Registration Number:	2614293	MOO-LLENNIUM CRUNCH	
Registration Number:	2090314	MOOO BARS	
Registration Number:	5324118	PINK CAMO 'N CREAM	
CORRESPONDENCE DATA			
Fax Number:	7044448857		
<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:	7043432000		
Email:	twitcher@mcguirewoods.com		
Correspondent Name:	Terry L. Witcher, Senior Paralegal		

OP \$315.00 0972517

Address Line 1: McGuireWoods LLP
Address Line 2: 201 N. Tryon Street, Suite 3000
Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER: Terry L. Witcher

SIGNATURE: /s/ Terry L. Witcher

DATE SIGNED: 10/07/2021

Total Attachments: 8

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Agreement*”) is entered into as of October 7, 2021 (the “*Effective Date*”), by and between PNC BANK, NATIONAL ASSOCIATION, a national banking association, as administrative agent for the Lenders (“*Agent*”), and BLUE BELL CREAMERIES, L.P., a Delaware limited partnership (“*Borrower*”).

RECITALS

A. Borrower entered into a Loan and Security Agreement dated as of September 27, 2017 (as amended prior to the date hereof, the “*Existing Credit Agreement*”) with BBVA USA (f/k/a Compass Bank), an Alabama banking corporation, and the financial institutions from time to time party thereto.

B. Borrower is party to that certain Intellectual Property Security Agreement dated as of September 27, 2017 in favor of BBVA USA (f/k/a as Compass Bank) (the “*Existing IP Security Agreement*”), which such Existing IP Security Agreement secures the obligations of the Borrower under the Existing Credit Agreement and the other Loan Documents (as defined in the Existing Credit Agreement).

C. Pursuant to an Amended and Restated Credit Agreement dated of the date hereof (as amended, extended, renewed, modified or supplemented from time to time, the “*Credit Agreement*”), among the Borrower, the Agent and the financial institutions party thereto from time to time (the “*Lenders*”), the Existing Credit Agreement will be amended and restated.

D. Pursuant to the terms of the Credit Agreement, Borrower has granted to Agent a security interest in all of Borrower’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, the parties hereto hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Credit Agreement, Borrower grants and pledges to Agent a security interest in all of Borrower’s right, title and interest in, to and under its intellectual property (collectively, the “*Intellectual Property Collateral*”), including, without limitation, the following:

a. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “*Copyrights*”);

b. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

c. Any and all design rights that may be available to Borrower now or hereafter existing, created, acquired or held;

d. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on **Exhibit B** attached hereto (collectively, the "*Patents*");

e. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, including without limitation those set forth on **Exhibit C** attached hereto (collectively, the "*Trademarks*");

f. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

g. All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

h. All amendments, extensions, renewals and extensions of any of the Copyrights, Patents or Trademarks; and

i. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing;

notwithstanding any other provision set forth in this Agreement, this Agreement shall not, at any time, constitute a grant of a security interest in any property that is, at such time, an Excluded Asset.

2. **Recordation.** Borrower authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

3. **Authorization.** Borrower hereby irrevocably authorizes Agent to (a) modify this Agreement by amending the exhibits to this Agreement in consultation with Borrower to include any Intellectual Property Collateral which Borrower obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. **Loan Documents.** This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Credit Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. **Execution in Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).


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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

BORROWER:

BLUE BELL CREAMERIES, L.P.,
a Delaware limited partnership

By: Blue Bell Creameries, Inc.,
a Delaware corporation,
its General Partner

By: 
Name: Richard Dickson
Title: President and Chief Executive Officer

AGENT:

PNC BANK, NATIONAL ASSOCIATION

By: *Ruining Nguyen*
Name: R. Ruining Nguyen
Title: Senior Vice President

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

None.

EXHIBIT C

TRADEMARKS

U.S. Trademark Registrations	
Registration No.	Mark
972,517	BLUE BELL
2,873,567	BLUE BELL
3,221,632	BLUE BELL ICE CREAM
3,285,654	BLUE BELL ICE CREAM THE ORIGINAL HOMEMADE BRAND VANILLA FLAVORED NATURAL AND ARTIFICIAL FLAVOR ADDED
5,226,529	COOKIE TWO STEP
5,087,081	CAMO 'N CREAM
1,321,048	COW AND GIRL IN A CIRCLE
1,144,445	COW AND GIRL LOGO
3,921,460	THE GREAT DIVIDE
2,614,293	MOO-LLENNIUM CRUNCH
2,090,314	MOOO BARS
5,324,118	PINK CAMO 'N CREAM

U.S. Trademark Applications

None.