

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689701

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WEAVER POPCORN MANUFACTURING, INC.		11/19/2021	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	110 N. Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2992289	WEAVER GOLD	
Registration Number:	2921154	POP WEAVER	
Registration Number:	4593823	CRISPY POPS	
Registration Number:	1060942	BONNIE LEE	
Registration Number:	4324861	BUTTER BURST	
Registration Number:	3887170	MAMMOTH MUSHROOM	
Registration Number:	3264107	MIGHTY POP	
Registration Number:	1456737	NAKS PAK	
Registration Number:	1256325	POP WEAVER	
Registration Number:	2835167	POP WEAVER	
Registration Number:	5395190	POP WEAVER MICROWAVE POPCORN	
Registration Number:	1253133	WEAVER	
Registration Number:	1690407	WEAVER GOLD	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Ted.mulligan@wolterskluwer.com		
TRADEMARK			

OP \$340.00 2992289

Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Gloria Sheehan

SIGNATURE: /Gloria Sheehan/

DATE SIGNED: 11/22/2021

Total Attachments: 7

source=20211120_161656#page1.tif

source=20211120_161656#page2.tif

source=20211120_161656#page3.tif

source=20211120_161656#page4.tif

source=20211120_161656#page5.tif

source=20211120_161656#page6.tif

source=20211120_161656#page7.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), dated as of November 19, 2021, is made by **WEAVER POPCORN MANUFACTURING, INC.**, an Indiana corporation ("Grantor"), in favor of **BANK OF AMERICA, N.A.** ("Lender"), and is being delivered in connection with that certain Loan and Security Agreement, dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and between Grantor and Lender.

WHEREAS, pursuant to financing arrangements, the Lender has extended and may extend certain loans and other financial accommodations to Grantor under such financing arrangements;

WHEREAS, as security for Grantor's obligations arising under the Loan Agreement, Grantor has granted to Lender a security interest in, among other property, the intellectual property of the Grantor; and

WHEREAS, Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with the United States Patent and Trademark Office ("USPTO").

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

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. Grant of Security. Grantor hereby confirms the pledge and grant to Lender of a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (all of the following is collectively referred to as the "Trademark Collateral"), pursuant to the terms of the Loan Agreement:

(a) the registered Trademarks set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor's business symbolized by the foregoing or connected therewith (the "Trademarks");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) 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

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. §

1051(a) or examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Recordation. Grantor hereby authorizes the commissioner for trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

4. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Trademark Collateral are as provided by the Loan Agreement and other Loan Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. [Intentionally Omitted].

6. Execution in Counterparts. This Trademark Security 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 Trademark Security Agreement by facsimile or in electronic format (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns, pursuant to the terms of the Loan Agreement.

8. Governing Law. This Trademark Security 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 Trademark Security 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).

9. Disputes. All claims, disputes and controversies between the Grantor and Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Loan Agreement.

[Signature page follows]

IN WITNESS WHEREOF, I have executed and delivered this certificate as of the date set forth below.

**WEAVER POPCORN
MANUFACTURING, INC.**

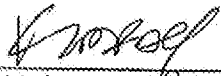
By 
Name: Larry Patterson
Title: Managing Director

Signature Page to Closing Certificate

TRADEMARK
REEL: 007502 FRAME: 0284

AGREED TO AND ACCEPTED:


BANK OF AMERICA, N.A.,
as Lender

By: 
Name: Krishna Patel
Title: Assistant Vice President



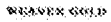
Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007502 FRAME: 0285

**SCHEDULE 1
TRADEMARKS**

Mark/Name	Country	App No.	App Date	Reg No.	Reg Date	Goods/Services	Owner	Status
WEAVER GOLD	United States (Federal)	78443936	June 30, 2004	2992289	September 6, 2005	{Int'l Class: 30} processed unpopped popcorn	Weaver Popcorn Company Inc. (Indiana Corp.)	Renewed
POP WEAVER and Design 	United States (Federal)	76424279	June 21, 2002	2921154	January 25, 2005	{Int'l Class: 30} microwave popcorn [; candy-coated popcorn; popped popcorn; flavored popcorn]	Weaver Popcorn Manufacturing, Inc. (Indiana Corp.)	Renewed
CRISPY POPS	United States (Federal)	85912465	April 23, 2013	4593823	August 26, 2014	{Int'l Class: 30} popped popcorn	Weaver Popcorn Manufacturing, Inc. (Indiana Corp.)	Registered
BONNIE LEE	United States (Federal)	73085178	April 26, 1976	1060942	March 8, 1977	{Int'l Class: 31} raw popcorn	Weaver Popcorn Manufacturing, Inc. (Indiana Corp.)	Renewed
BUTTER BURST	United States (Federal)	85219357	January 17, 2011	4324861	April 23, 2013	{Int'l Class: 30} flavor enhancer for popcorn in the nature of a natural and artificial butter-flavored coating applied to unpopped popcorn sold as part of concession food kits	Weaver Popcorn Manufacturing, Inc. (Indiana Corp.)	Registered
MAMMOTH MUSHROOM	United States (Federal)	77708485	April 7, 2009	3887170	December 7, 2010	{Int'l Class: 30} unpopped popcorn	Weaver Popcorn Manufacturing, Inc. (Indiana Corp.)	Registered
MIGHTY POP	United States (Federal)	77004309	September 21, 2006	3264107	July 17, 2007	{Int'l Class: 31} raw popcorn	Weaver Popcorn Manufacturing, Inc. (Indiana Corp.)	Renewed
NAKS PAK	United States (Federal)	73623971	October 3, 1986	1456737	September 8, 1987	{Int'l Class: 31} popcorn supply kit which contains unpopped popcorn, salts, flavorings and oils	Weaver Popcorn Manufacturing, Inc. (Indiana Corp.)	Renewed
POP WEAVER	United States (Federal)	73360733	April 20, 1982	1256325	November 1, 1983	{Int'l Class: 31} unpopped popcorn	Weaver Popcorn Manufacturing, Inc. (Indiana Corp.)	Renewed

[Trademark Security Agreement]

POP WEAVER and Design 	United States (Federal)	76424179	June 21, 2002	2835167	April 20, 2004	(Int'l Class: 31) unpopped popcorn	Weaver Popcorn Manufacturing, Inc. (Indiana Corp.)	Renewed
POP WEAVER MICROWAVE POPCORN and Design 	United States (Federal)	87509548	June 28, 2017	5395190	February 5, 2018	(Int'l Class: 30) microwave popcorn	Weaver Popcorn Manufacturing, Inc. (Indiana Corp.)	Registered
WEAVER	United States (Federal)	73395652	September 30, 1982	1253133	October 4, 1983	(Int'l Class: 31) popcorn seed	Weaver Popcorn Manufacturing, Inc. (Indiana Corp.)	Renewed
WEAVER GOLD (Stylized) 	United States (Federal)	74111624	November 1, 1990	1690407	June 2, 1992	(Int'l Class: 31) unpopped popcorn	Weaver Popcorn Manufacturing, Inc. (Indiana Corp.)	Renewed

[Trademark Security Agreement]

TRADEMARK

RECORDED: 11/22/2021

REEL: 007502 FRAME: 0287