

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691049

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Foods, Inc.		11/24/2021	Corporation:
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Agent		
Street Address:	110 N. Wacker Drive, 8th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4531637		
Registration Number:	0034777	AMERICAN BEAUTY	
Registration Number:	0179471	AMERICAN BEAUTY	
Registration Number:	2380904	AMERICAN BEAUTY	
Registration Number:	3145176	AMERICAN BEAUTY	
Registration Number:	0708790	AMERICAN BEAUTY	
Registration Number:	0265374	AMERICAN BEAUTY	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	27729-30630		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		

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DATE SIGNED:	11/29/2021
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of November 24, 2021, is made by each of the entities listed on the signature pages hereof (each, a “Grantor,” and collectively, the “Grantors”), in favor of BANK OF AMERICA, N.A., a national banking association, as agent for the Secured Parties as defined in the Loan Agreement referred to below (in such capacity, together with its successors and assigns, “Agent”).

Introductory Statement

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Loan Agreement”), among the Grantors, each other Obligor from time to time party thereto, the Lenders from time to time party thereto and Agent, the Lenders have severally agreed to make Loans to the Borrowers upon and subject to the terms and conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Agent and the Lenders to enter into the Loan Agreement, to induce the Lenders to make their respective Loans to the Borrowers thereunder, and to induce the Agent to act in its agency capacity thereunder, and intending to be legally bound, each Grantor hereby agrees with the Agent, for the benefit of the Secured Parties, as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby grants to the Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- a. all of its trademarks and registrations and applications for the foregoing, including those referred to on Schedule 1 hereto;
- b. all renewals and extensions of the foregoing;
- c. all goodwill of the business connected with the use of, and symbolized by, each such trademark; and
- d. all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all

rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Agent for the benefit of the Secured Parties pursuant to the Loan Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent and the obligations of each Grantor with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Loan Agreement, the Loan Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their trademarks subject to a security interest hereunder.

Section 5. Counterparts. 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE

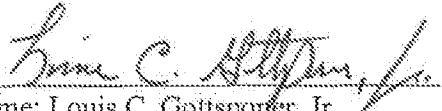
TERMS AND PROVISIONS OF SECTION 14.15 SECTION 14.16 OF THE LOAN AGREEMENT (“FORUM”; “WAIVERS BY BORROWERS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT MUTATIS MUTANDIS AS IF FULLY SET FORTH HEREIN.

Section 8. Miscellaneous. The terms and provisions of Sections 13.1, 14.1, 14.3, 14.6, 14.8, 14.9 of the Loan Agreement (“Successors and Assigns”; “Consents, Amendments and Waivers”; “Notices and Communications”; “Severability”; “Execution; Electronic Records”; and “Entire Agreement”, respectively) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement mutatis mutandis as if fully set forth herein. This Trademark Security Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

[signatures begin on next page]


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

Morgan Foods, Inc., as Grantor

By 
Name: Louis C. Gottsponer, Jr.
Title: President

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations:

Mark	Country	Application Date	Application Number	Registration Date	Registration Number	Status
	United States - (US)	04-SEP-2012	85719721	20-MAY-2014	4531637	Registered - (G)
AMERICAN BEAUTY	United States - (US)	05/15/1900	70/034,777	06/12/1900	0,034,777	Registered - (G)
AMERICAN BEAUTY	United States - (US)	01/31/1922	71/158,689	02/12/1924	0179,471	Registered - (G)
AMERICAN BEAUTY	United States - (US)	04/01/1999	75/672,533	08/29/2000	2,380,904	Registered - (G)
AMERICAN BEAUTY	United States - (US)	10/04/2005	78/726,563	09/19/2006	3,145,176	Registered - (G)
AMERICAN BEAUTY	United States - (US)	12/13/1957	72/042,393	12/20/1960	0,708,790	Registered - (G)
AMERICAN BEAUTY	United States - (US)	07/12/1929	71/287,023	12/24/1929	0265,374	Registered - (G)