

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM699468

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	Security Agreement
<b>RESUBMIT DOCUMENT ID:</b>	900654175

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Gold Creek Foods, LLC		11/04/2021	Limited Liability Company: GEORGIA

**RECEIVING PARTY DATA**

<b>Name:</b>	BMO Harris Bank N.A., as Agent
<b>Street Address:</b>	111 West Monroe Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	Bank: UNITED STATES

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Registration Number:</b>	5933631	FOUNDATION FOOD GROUP

**CORRESPONDENCE DATA**

Fax Number: 8888295817

*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.*

Phone: 888-829-5819

Email: john.cunningham@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 208 S. LaSalle

Address Line 2: Suite 814

Address Line 4: Chicago, ILLINOIS 60604

<b>NAME OF SUBMITTER:</b>	Gregory T. Pealer
<b>SIGNATURE:</b>	/Gregory T. Pealer/
<b>DATE SIGNED:</b>	01/04/2022

**Total Attachments: 8**

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### 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):**  
Gold Creek Foods, LLC

Individual(s)       Association  
 Partnership       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other Limited Liability Company

Citizenship (see guidelines) Georgia

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  
 No

Additional names, addresses, or citizenship attached?  Yes  No

Name: BMO Harris Bank N.A., as Agent

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois

Country: USA      Zip: 60603

Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other Bank Citizenship USA

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)

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

Execution Date(s) November 4, 2021

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)      Text  
None.

B. Trademark Registration No.(s)  
5,933,531

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: Gregory T. Pealer

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois      Zip: 60603

Phone Number: 312-545-2955

Docket Number: 4287165

Email Address: pealer@chapman.com

**6. Total number of applications and registrations involved:** 1


**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      November 4, 2021

Signature      Date

Gregory T. Pealer, Senior Paralegal      Total number of pages including cover sheet, attachments, and document: 8

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "*IP Security Agreement*") dated as of November 4, 2021, is made by Gold Creek Foods, LLC, a Georgia limited liability company (together with its successors and permitted assigns, "*Grantor*"), in favor of BMO Harris Bank N.A. ("*BMOHB*"), as administrative agent hereunder for the Secured Creditors (as defined in the Security Agreement referred to below) (BMOHB acting as such administrative agent and any successor or successors to BMOHB acting in such capacity being hereinafter referred to as the "*Agent*").

WHEREAS, the Grantor has entered into a Security Agreement dated as of July 15, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), with the Agent. Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

AND WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Agent, for the benefit of the Agent and the other Secured Creditors, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Agent for the benefit of the Agent and the other Secured Creditors a security interest in all of the Grantor's right, title and interest in and to the following (the "*Collateral*"):

- (a) the United States patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (b) the United States trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "*Trademarks or Service Marks*");
- (c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");
- (d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

- (e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Secured Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Secured Obligations of the Grantor.

SECTION 3. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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 of a signature page of this IP Security Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York (including Section 5-1401 and Section 5-1402 of the General Obligations Law of the State of New York) without regard to principles of conflicts of law.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GOLD CREEK FOODS, LLC as Grantor

By \_\_\_\_\_

Name: Mark A. Sosebee

Title: Manager

ACCEPTED and ACKNOWLEDGED by:

BMO HARRIS BANK N.A., as Agent

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GOLD CREEK FOODS, LLC, as Grantor

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED and ACKNOWLEDGED by:

BMO HARRIS BANK N.A., as Agent

By  \_\_\_\_\_  
Name: Manuel Diaz  
Title: Managing Director

Schedule A  
to  
Intellectual Property Security Agreement

PATENTS

I. PATENT REGISTRATIONS

None.

II. PATENT APPLICATIONS

None.



Schedule B  
to  
Intellectual Property Security Agreement

TRADEMARKS

I. TRADEMARK REGISTRATIONS

TRADEMARK	Registration Number	Registration Date	Jurisdiction Registered
Foundation Food Group	5,933,631	12/10/2019	USPTO

II. TRADEMARK APPLICATIONS

None.

Schedule C  
to  
Intellectual Property Security Agreement

COPYRIGHTS

I. COPYRIGHT REGISTRATIONS

None.

II. COPYRIGHT APPLICATIONS

None.

III. COPYRIGHT LICENSES

None.