

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715633

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crux Kitchen LLC		03/21/2022	Limited Liability Company: DELAWARE
Bella Kitchen LLC		03/21/2022	Limited Liability Company: DELAWARE
Beautiful Brands LLC		03/21/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S. Dearborn		
Internal Address:	Floor L2, IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	6456638	BEAUTIFUL	
Registration Number:	3540899	BELLA	
Registration Number:	4633421	BELLA	
Registration Number:	5273793	BELLA	
Serial Number:	90804399	BELLA	
Serial Number:	90804402	BELLA	
Serial Number:	90804405	BELLA PRO SERIES	
Registration Number:	5891482	CRUX	
Registration Number:	5991369	CRUX	
Registration Number:	5938230	CRUX	
Registration Number:	5192760	CRUX	
Registration Number:	5192767	CRUX	
CORRESPONDENCE DATA			

OP \$315.00 6456638

Fax Number: 2158325619

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: 2155695619

Email: timothy.pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecszenye (130735-01008)

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	130735-01008
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NAME OF SUBMITTER:	Timothy D. Pecszenye
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SIGNATURE:	/Timothy D. Pecszenye/
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DATE SIGNED:	03/21/2022
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Total Attachments: 6

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SUPPLEMENT AND JOINDER TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT AND JOINDER TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Supplement") made as of this 21 day of March, 2022, by CRUX KITCHEN LLC, a Delaware limited liability company ("Crux Kitchen"), BELLA KITCHEN LLC, a Delaware limited liability company ("Bella Kitchen"), BEAUTIFUL BRANDS LLC, a Delaware limited liability company ("Beautiful Brands" and together with Crux Kitchen and Bella Kitchen, "Joining Grantors" and each a "Joining Grantor") in favor of JPMORGAN CHASE BANK, N.A. and JPMORGAN CHASE BANK, N.A., TORONTO BRANCH (collectively, the "Lenders" and each individually referred to as a "Lender"):

W I T N E S S E T H

WHEREAS, SENSIO COMPANY (US) INC., a Delaware corporation ("Sensio Company US"), SENSIO INC. a Delaware corporation ("Sensio US"), SENSIO COMPANY, an unlimited liability company organized under the Companies Act of Nova Scotia ("Sensio Company"), SENSIO INC., a limited company organized under the Companies Act of Nova Scotia ("Sensio Canada" and together with Sensio Company US, Sensio US, and Sensio Company, collectively, "Existing Grantors" and each an "Existing Grantor"), and Lenders are parties to a certain Intellectual Property Security Agreement, dated as of October 19, 2018 (as amended, modified, supplemented, renewed, restated or replaced from time to time, the "IP Security Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the IP Security Agreement;

WHEREAS, pursuant to the IP Security Agreement, to secure the prompt payment and performance of all Secured Obligations to Lenders and each other Secured Party, each Existing Grantor has assigned, pledged and granted to Lender, on behalf of and for the benefit of the Secured Parties, a continuing security interest in and to and lien upon all of such Existing Grantor's right, title and interest in, to and under the Intellectual Property Collateral of such Existing Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, as of the date hereof, each Joining Grantor has joined the Credit Agreement, as a Loan Party and Loan Guarantor thereunder, and the Security Agreement, as a grantor thereunder, and has granted to the Lenders a lien on all Collateral (as defined in the Security Agreement), including all Copyrights, Trademarks and Patents of such Joining Grantor, and the Joining Grantors and the Lenders desire to execute this Amendment for the purpose of, inter alia, (i) adding Joining Grantors as "Grantors" under the IP Security Agreement, and (ii) granting, ratifying and confirming the Lenders' lien on and security interest in the Intellectual Property Collateral of each Joining Grantor, as set forth more fully in the IP Security Agreement, and for recording in the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, the Joining Grantors agree as follows:

1. Joinder. As of the date hereof, each Joining Grantor joins in as, assumes the obligations and liabilities of, adopts the obligations, liabilities and role of, and becomes a Grantor under the IP Security Agreement. All references to “Grantor” or “Grantors” contained in the IP Security Agreement are hereby deemed for all purposes to also refer to and include each Joining Grantor, and each Joining Grantor hereby agrees to comply with all terms and conditions of the IP Security Agreement as if Joining Grantor was an original signatory thereto.

2. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of any security interest or lien by any Grantor in and upon any Collateral under the Security Agreements or any of the other Loan Documents, to secure the prompt payment and performance of all Secured Obligations to Lenders and the other Secured Parties, each Joining Grantor hereby assigns, pledges and grants to Lender, on behalf of and for the benefit of the Secured Parties, a continuing security interest in and to and lien upon all of such Grantor’s right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the Intellectual Property Collateral listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing),

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

The Joining Grantors agree that all such Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Security Agreement. The Joining Grantors hereby authorize Lenders to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office and/or the Canadian Intellectual Property Office, as applicable.

3. Representations and Warranties. Each Joining Grantor hereby represents and warrants to Lenders that Schedule I hereto sets forth a full, complete and correct list of all Intellectual Property Collateral filed or registered in the United States Patent and Trademark Office owned by such Joining Grantor as of the date hereof, other than intent to use trademark applications.

4. Incorporation of the IP Security Agreement. The terms and provisions of the IP Security Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Security Agreement; all of the provisions of which IP Security Agreement are and remain in full force and effect as supplemented by this Supplement.

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IN WITNESS WHEREOF, the Joining Grantors have duly executed this Supplement to the IP Security Agreement as of the date first written above.

JOINING GRANTORS:

CRUX KITCHEN LLC,
a Delaware limited liability company

By: 

Name: Shae Hong

Title: Authorized Person

BELLA KITCHEN LLC,
a Delaware limited liability company

By: 

Name: Shae Hong

Title: Authorized Person

BEAUTIFUL BRANDS LLC,
a Delaware limited liability company

By: 

Name: Shae Hong

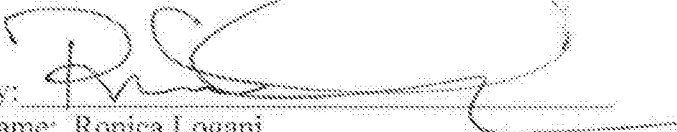
Title: Authorized Person

[Signature Page to Supplement and Joinder to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007665 FRAME: 0890

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Ronica Logani
Title: Authorized Officer

[Signature Page to Supplement and Joinder to Intellectual Property Security Agreement]

**JPMORGAN CHASE BANK, N.A.,
TORONTO BRANCH**

By: *Bruce Watson*

Name: Bruce Watson

Title: Authorized Officer

[Signature Page to Supplement and Joinder to Intellectual Property Security Agreement]