

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM746369

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wildbrine LLC		08/05/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Administrative Agent		
Street Address:	320 South Canal Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4211398	WILDBRINE	
Registration Number:	4255355	FERMENTATION IS WILD	
Registration Number:	6457216	WILDCREAMERY	
Serial Number:	87359969	FREE RANGE FERMENTATION	
Serial Number:	88695336	WILDCULTURED	
Serial Number:	88669949	WILDCREAMERY	
Serial Number:	88711034		
Serial Number:	90339668	PICKLES WITHOUT BORDERS	
Serial Number:	90500538	BRINECRAFT	
Serial Number:	97106539	WILDINSIDE	
Serial Number:	87359612	FREE RANGE PROBIOTICS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	18888295819		
Email:	john.cunningham@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 S. LaSalle		

OP \$290.00 4211398

Address Line 2: Suite 814
Address Line 4: Chicago, ILLINOIS 60604

NAME OF SUBMITTER: Diandra M. LaMantia

SIGNATURE: /Diandra M. LaMantia/

DATE SIGNED: 08/05/2022

Total Attachments: 6

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source=Trademark Collateral Agreement - Wildbrine LLC (FFH, 2022)#page2.tif
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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):

Wildbrine LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other limited liability company _____

Citizenship (see guidelines) California

Additional names of conveying parties attached? Yes No

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

Execution Date(s) August 5, 2022

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

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

Street Address: 320 South Canal Street

City: Chicago

State: Illinois

Country: USA Zip: 60606

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

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)

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

A. Trademark Application No.(s) _____ Text _____

See Schedule A attached hereto and made a part hereof.

B. Trademark Registration No.(s) _____

See Schedule A attached hereto and made a part hereof.

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: Diandra M. LaMantia

Internal Address: Chapman and Cutler LLP

Street Address: 320 South Canal Street

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312-845-3274

Docket Number: _____

Email Address: lamantia@chapman.com

6. Total number of applications and registrations involved:

11

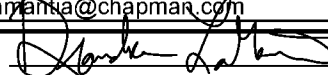
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: , for Chapman and Cutler LLP

August 5, 2022

Signature

Date

Diandra M. LaMantia, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

TRADEMARK COLLATERAL AGREEMENT

This 5th day of August, 2022, WILDBRINE LLC, a California limited liability company (“*Debtor*”) with its principal place of business and mailing address at 322 Bellevue Avenue, Santa Rosa, California 95407, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants under the terms of the Security Agreement referred to below, to BMO Harris Bank N.A., a national banking association (“*Harris*”), with its mailing address at 320 South Canal Street, Chicago, IL 60606 acting as administrative agent hereunder for the Secured Creditors as defined in the Credit Agreement referred to below, and its successors and assigns (Harris acting as such administrative agent and any successor(s) or assign(s) to Harris acting in such capacity being hereinafter referred to as the “*Agent*”) and grants to the Agent for the benefit of the Secured Creditors, a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under, the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Trademark Collateral*”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) 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 (y) any and all claims and causes of any claim by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations as defined in that certain Credit Agreement dated as of August 5, 2022, among Fermented Food Holdings, Inc., a Delaware corporation, as the borrower, the Debtor as a guarantor, the other obligors and guarantors from time to time party thereto, the lenders from time to time party thereto and Agent, as the same may be amended, modified, or restated from time to time (the “*Credit Agreement*”). Reference is hereby also made to that certain Security Agreement dated as of August 5, 2022, among the Debtor, the other “*Debtors*” from time to time party thereto and Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Nothing in this Trademark Collateral Agreement shall operate as a sale, transfer, conveyance or other assignment to Agent of the ownership of any of the properties identified on Schedule A hereto, unless and until such sale, transfer, conveyance or other assignment occurs under the terms of the Security Agreement or by operation of law.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.


Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby 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. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

WILDBRINE LLC, as Debtor

By  _____
Marcelo Marim, Co-President

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as Agent

By _____
Name _____
Title _____

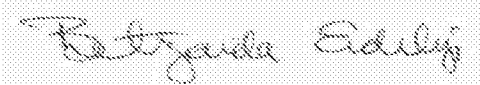
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

WILDBRINE LLC, as Debtor

By _____
Marcelo Marim, Co-President

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as Agent

By  _____
Name: Betzaida Erdelyi
Title: Managing Director

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENTS**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

Debtor	Jurisdiction	Registration/ Serial Number	Title	Filing Date/ Registration Date
Wildbrine LLC	United States	Reg. 4211398	Wildbrine	September 18, 2012
Wildbrine LLC	United States	Reg. 4255355	Fermentation is Wild	December 4, 2012
Wildbrine LLC	United States	Reg. 6457216	WildCreamery	August 17, 2021
Wildbrine LLC	United States	App. 87359612	Free Range Probiotics	March 6, 2017
Wildbrine LLC	United States	App. 87359969	Free Range Fermentation	March 6, 2017
Wildbrine LLC	United States	App. 88695336	WildCultured	November 16, 2019
Wildbrine LLC	United States	App. 88669949	WildCreamery	October 25, 2019
Wildbrine LLC	United States	App. 88711034	Swirl Logo	December 1, 2019
Wildbrine LLC	United States	App. 90339668	Pickles Without Borders	November 24, 2020
Wildbrine LLC	United States	App. 90500538	BrineCraft	February 1, 2021
Wildbrine LLC	United States	App. 97106539	WildInside	November 3, 2021