

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM788741

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oh Snap! Pickling, LLC		02/22/2023	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Agent		
Street Address:	320 South Canal Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	U.S. national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5186121		
Serial Number:	97666256	CRANBERRY SWEETIES	
Registration Number:	5390783	DILLY BITES	
Registration Number:	5390784	HOTTIE BITES	
Registration Number:	5086743	OH SNAP!	
Serial Number:	97080913	OH SNAP! PICKLING CO.	
Registration Number:	6320560	PRETTY PEAS	
Registration Number:	6230008	SASSY BITES	
Serial Number:	90558176		
Serial Number:	90558186		
Serial Number:	90558167		
Serial Number:	97600335	OH SNAP!	
CORRESPONDENCE DATA			
Fax Number:	8888295817		
<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:	8888295819		
Email:	john.cunningham@wolterskluwer.com		
Correspondent Name:	CT Corporation		

OP \$315.00 5186121

Address Line 1: 208 S. LaSalle
Address Line 2: Suite 814
Address Line 4: Chicago, ILLINOIS 60604

NAME OF SUBMITTER: Gregory T. Pealer

SIGNATURE: /Gregory T. Pealer/

DATE SIGNED: 02/22/2023

Total Attachments: 7

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TRADEMARK COLLATERAL AGREEMENT

This 22nd day of February, 2023, Oh Snap! Pickling, LLC, a Wisconsin limited liability company (“*Debtor*”) with its principal place of business and mailing address at 3912 N. Lightning Drive, Appleton, Wisconsin 54913, 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 (“*BMO*”), with its mailing address at 320 South Canal Street, Chicago, Illinois 60606 acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO 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 U.S. 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 action 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 of Debtor as set out in that certain Security Agreement dated August 9, 2022, by and among Debtor, certain other debtors as signatories 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.

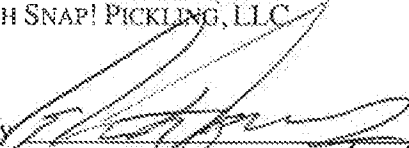
Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, 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 PAGE FOLLOWS]

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

OH SNAP! PICKLING, LLC

By 
Name: Jason M. Davis
Title: 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.

OH SNAP! PICKLING, LLC

By _____
Name: _____
Title: _____

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


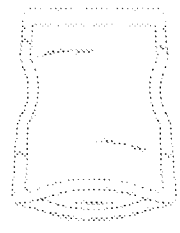
BMO HARRIS BANK N.A., as Agent


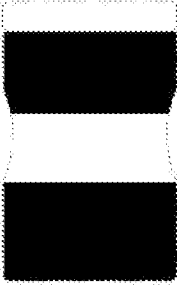
By Tyler Echeberry
Name: Tyler Echeberry
Title: Director

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

LOAN PARTY	COUNTRY OF REGISTRATION OR APPLICATION	DESCRIPTION	Registration/Serial Number
Oh Snap! Pickling, LLC	U.S.		Ser. No. 87/169,807 Reg. No. 5,186,121
Oh Snap! Pickling, LLC	U.S. (ITU)	CRANBERRY SWEETIES	Ser. No. 97/666,256 Reg. No. N/A
Oh Snap! Pickling, LLC	U.S.	DILLY BITES	Ser. No. 87/500,875 Reg. No. 5,390,783
Oh Snap! Pickling, LLC	U.S.	HOTTIE BITES	Ser. No. 87/500,895 Reg. No. 5,390,784
Oh Snap! Pickling, LLC	U.S.	OH SNAP!	Ser. No. 87/036,750 Reg. No. 5,086,743
Oh Snap! Pickling, LLC	U.S.	OH SNAP! PICKLING CO.	Ser. No. 97/080,913 Reg. No. N/A
Oh Snap! Pickling, LLC	U.S.	PRETTY PEAS	Ser. No. 90/130,226 Reg. No. 6,320,560
Oh Snap! Pickling, LLC	U.S.	SASSY BITES	Ser. No. 88/834,098 Reg. No. 6,230,008
Oh Snap! Pickling, LLC	U.S.		Ser. No. 90/558,176

LOAN PARTY	COUNTRY OF REGISTRATION OR APPLICATION	DESCRIPTION	Registration/Serial Number
Oh Snap! Pickling, LLC	U.S.		Ser. No. 90/558,186
Oh Snap! Pickling, LLC	U.S.		Ser. No. 90/558,167
Oh Snap! Pickling, LLC	U.S.	OH SNAP!	Ser. No. 97/600,335