

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM804925

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|---|-----------------------------------|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| REI Enterprises, LLC | | 04/21/2023 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of Montreal, as Agent | | |
| Street Address: | 320 S. Canal Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Bank: CANADA | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2206250 | FRESH START | |
| Registration Number: | 1713943 | GOLD'N MORN | |
| Registration Number: | 1398694 | RAPID EGG | |
| Registration Number: | 3767143 | REMBRANDT FOODS | |
| Registration Number: | 3767144 | REMBRANDT FOODS | |
| Registration Number: | 1397796 | TOP O' MORN | |
| 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: | 8888295819 | | |
| Email: | john.cunningham@wolterskluwer.com | | |
| Correspondent Name: | CT Corporation | | |
| Address Line 1: | 208 South LaSalle St. | | |
| Address Line 2: | Suite 814 | | |
| Address Line 4: | Chicago, ILLINOIS 60604 | | |
| NAME OF SUBMITTER: | Nancy A. Zarazua | | |
| SIGNATURE: | /Nancy A. Zarazua/ | | |
| DATE SIGNED: | 04/21/2023 | | |

OP \$165.00 2206250

Total Attachments: 8

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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 April 21, 2023, is made by REI Enterprises, LLC, a Delaware limited liability company (together with its successors and permitted assigns, the “*Grantor*”), in favor of Bank of Montreal (“*BMO*”), as administrative agent hereunder for the Secured Creditors (as defined in the Credit Agreement (as defined in the Security Agreement referred to below)) (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as the “*Agent*”).

WHEREAS, the Grantor has entered into a Security Agreement dated as of the date hereof (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 patents and patent applications set forth in Schedule A hereto (the “*Patents*”);
- (b) the 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.

Notwithstanding anything herein to the contrary, in no event shall the Collateral include, and the Grantor shall not be deemed to have granted a security interest in, any Excluded Property.

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 is 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.

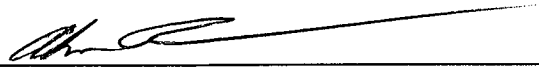
SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature 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.

REI ENTERPRISES, LLC, as Grantor

By: _____

Name: Adam Tewes

Title: Vice President of Finance

ACCEPTED and ACKNOWLEDGED by:

BANK OF MONTREAL, as Agent

By: _____

Name:

Title:

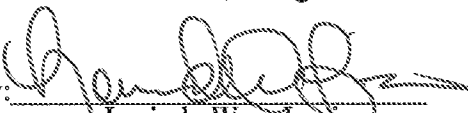
IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

REI ENTERPRISES, LLC, as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED and ACKNOWLEDGED by:

BANK OF MONTREAL, as Agent

By: 
Name: Lorinda Warr-Levi
Title: Vice President

Schedule A
to
Intellectual Property Security Agreement

PATENTS

I. PATENT REGISTRATIONS

| PATENTS | Registration Number | Registration Date | Jurisdiction Registered |
|--|---------------------|--|-------------------------|
| ISOLATED EGG PROTEIN AND EGG LIPID MATERIALS, AND METHODS FOR PRODUCING THE SAME | US 8,916,156 B2 | Filed November 21, 2013 Published December 23, 2014 | United States |
| ISOLATED EGG PROTEIN AND EGG LIPID MATERIALS, AND METHODS FOR PRODUCING THE SAME | US 8,642,038 B2 | Filed October 22, 2010 Published February 4, 2014 | United States |
| DEFLAVORED EGG PROTEIN ISOLATE, PRODUCTS MADE WITH PROTEIN ISOLATES AND METHODS OF MAKING THE SAME | US 2017-0223989 A1 | Filed January 11, 2017 Published August 10, 2017 | United States |
| DEFLAVORED EGG PROTEIN ISOLATE, PRODUCTS MADE WITH PROTEIN ISOLATES AND METHODS OF MAKING THE SAME | US-2022-0192219-A1 | Filed April 5, 2020 Published June 23, 2022 | United States |

II. PATENT APPLICATIONS

| PATENTS | Application Number | Application Date | Jurisdiction Registered |
|--|--------------------|------------------|-------------------------|
| PROCESS FOR SEPARATING AN INEDIBLE EGG MIXTURE | 61/222,651 | Application Date | Jurisdiction Registered |
| PROCESS FOR SEPARATING AN INEDIBLE EGG MIXTURE | 61/225,281 | July 2, 2009 | United States |

Schedule B
to
Intellectual Property Security Agreement

TRADEMARKS

I. TRADEMARK REGISTRATIONS

| TRADEMARK | Registration Number | Registration Date | Jurisdiction Registered |
|------------------------|---------------------|-------------------|--------------------------|
| FRESH START | 2,206,250 | July 31, 1997 | United States of America |
| GOLD'N MORN | 1,713,943 | Apr. 9, 1991 | United States of America |
| RAPID EGG | 1,398,694 | Oct. 2, 1985 | United States of America |
| REMBRANDT FOODS | 3,767,143 | Aug. 14, 2009 | United States of America |
| REMBRANDT FOODS | 3,767,144 | Aug. 14, 2009 | United States of America |
| TOP O' MORN | 1,397,796 | Oct. 2, 1985 | United States of America |

II. TRADEMARK APPLICATIONS

None.

Schedule C
to
Intellectual Property Security Agreement

COPYRIGHTS

I. COPYRIGHT REGISTRATIONS

None.

II. COPYRIGHT APPLICATIONS

None.

III. COPYRIGHT LICENSES

None.