

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM844148

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crider, Inc.		10/05/2023	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	320 South Canal Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97469767	EASY SNACK!	
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:	John D. Cunningham		
Address Line 1:	208 S. LaSalle Street		
Address Line 2:	Suite 814		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Nancy A. Zarazua		
SIGNATURE:	/Nancy A. Zarazua/		
DATE SIGNED:	10/06/2023		
Total Attachments: 6			
source=Trademark Collateral Agreement (Third A&R 2023)Executed[98]#page1.tif			
source=Trademark Collateral Agreement (Third A&R 2023)Executed[98]#page2.tif			
source=Trademark Collateral Agreement (Third A&R 2023)Executed[98]#page3.tif			
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OP \$40.00 97469767

TRADEMARK COLLATERAL AGREEMENT

This 5th day of October, 2023, Crider, Inc., a Georgia corporation (“*Debtor*”) with its principal place of business and mailing address at One Plant Avenue, Stillmore, Georgia 30464 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal, a Canadian chartered bank acting through its Chicago branch (“*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, the following property:

(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

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement 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 to sue for and collect said damages;

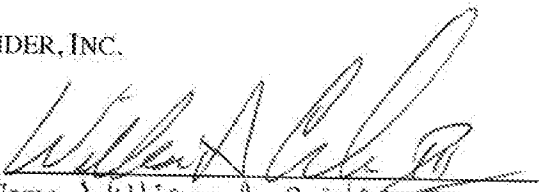
to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Second Amended and Restated Security Agreement dated as of September 22, 2017, between Debtor and Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

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 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.

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

CRIDER, INC.

By 
Name William A. Crider III
Title CEO

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

BANK OF MONTREAL, as Agent as aforesaid

By _____
Name:
Title:

[Signature Page to Trademark Collateral Agreement]

TRADEMARK
REEL: 008220 FRAME: 0373

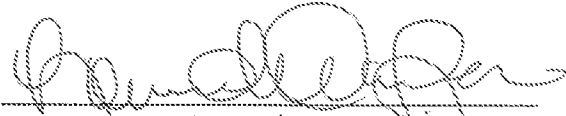
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CRIDER, INC.

By _____
Name _____
Title _____

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

BANK OF MONTREAL, as Agent as aforesaid

By 
Name: Larinda Warr-Levi
Title: Vice President

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

COUNTRY/ Ballard Ref No.	MARK	SERIAL NO./ REG. NO.	DATE FILED/ REG. DATE
Puerto Rico	CRIDER	200914	01/24/2013
Puerto Rico	CRIDER	232279	01/25/2023
Puerto Rico	COMFORT CREEK FOODS	232278	01/25/2023
Puerto Rico 03054.1021PR	COMFORT CREEK FOODS	120916-29-1 200915	01/24/2013 01/24/2013
Puerto Rico 03054.1022PR	HARVEST CREEK	120917-29-1 200979	01/24/2013 01/24/2013
United States	EASY SNACK!	97/469767 Pending	06/22/2022 Pending