

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI150868

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Baldwin Richardson Foods Company		04/08/2024	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Company Name:	BMO Bank N.A., as Collateral Agent		
Street Address:	320 South Canal Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Bank: ILLINOIS		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2864341	BR BALDWIN RICHARDSON FOODS CO.	
Registration Number:	3479415	BR	
Registration Number:	7031239	FOR A LITTLE EXTRA YUM	
Registration Number:	1354473	MRS. RICHARDSON'S	
Registration Number:	3798318	MRS. RICHARDSON'S TOPPING	
Registration Number:	905950	NANCE'S	
Registration Number:	1668695	NANCE'S	
Registration Number:	3448353	NANCE'S	
Registration Number:	5810756	RICHARDSON	
Registration Number:	541265	RICHARDSON	
Registration Number:	6682632	RICHARDSON ROOT BEER	
Registration Number:	5824654		
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:	3122883549		
Email:	results-uccteam2@wolterskluwer.com		
Correspondent Name:	CT Corporation		

OP \$315.00.00 76488189

Address Line 1: 208 South LaSalle St.
Address Line 2: Ste 814
Address Line 4: Chicago, ILLINOIS 60604

NAME OF SUBMITTER: Susan Jacoby

SIGNATURE: Susan Jacoby

DATE SIGNED: 04/08/2024

Total Attachments: 9

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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 8, 2024, is made by Baldwin Richardson Foods Company, an Illinois corporation (together with its successors and permitted assigns, the “*Grantor*”), in favor of BMO Bank N.A. (“*BMO*”), as collateral agent hereunder for the Secured Creditors (as defined in the Security Agreement referred to below) (BMO acting as such collateral 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, restated, 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 except to the extent any of the following constitutes Excluded Property (as defined in the Credit Agreement) (the “*Collateral*”):

- (a) the United States patents and patent applications set forth in Schedule A hereto;
- (b) the United States trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby;
- (c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the United States copyright registrations and applications set forth in Schedule C hereto, and further including, to the greatest extent permitted by such licenses, the exclusive copyright licenses in favor of the Grantor set forth in Schedule C hereto; provided, however, no exclusive copyright license shall be required to be included on Schedule C if such disclosure would result in a breach of the terms of such license;

- (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.

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 (as defined in the Security Agreement) 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 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 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.

BALDWIN RICHARDSON FOODS COMPANY, as
Grantor

By: Elaine A. Franca.
Name: Elaine Avolio-Franca
Title: Chief Financial Officer

ACCEPTED and ACKNOWLEDGED by:

BMO BANK N.A., as Agent

By: _____
Name:
Title:

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008392 FRAME: 0347


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.

BALDWIN RICHARDSON FOODS COMPANY, as Grantor

By: _____
Name: Elaine Avolio-Franca
Title: Chief Financial Officer

ACCEPTED and ACKNOWLEDGED by:

BMO BANK N.A., as Agent

By: 
Name: Lorinda Warr-Levi
Title: Director

Schedule A
to
Intellectual Property Security Agreement

PATENTS

I. UNITED STATES PATENTS

None.




II. UNITED STATES PATENT APPLICATIONS

None.

Schedule B
to
Intellectual Property Security Agreement

TRADEMARKS

I. UNITED STATES TRADEMARK REGISTRATIONS

Mark	Registration Number	Registration Date
BR BALDWIN RICHARDSON FOODS CO. and Design	2864341	7/20/2004
Logo: 	3479415	8/5/2008
FOR A LITTLE EXTRA YUM	7031239	4/18/2023
MRS. RICHARDSON'S	1354473	8/13/1985
MRS. RICHARDSON'S TOPPING and Design 	3798318	6/8/2010
NANCE'S	905950	1/12/1971
NANCE'S	1668695	12/17/1991
 NANCE'S and Design	3448353	6/17/2008
RICHARDSON	5810756	7/23/2019

Mark	Registration Number	Registration Date
RICHARDSON (Stylized) 	541265	4/24/1951
RICHARDSON ROOT BEER (Stylized) 	6682632	3/29/2022
RICHIE Character Logo 	5824654	8/6/2019

II. UNITED STATES TRADEMARK APPLICATIONS

None.

Schedule C
to
Intellectual Property Security Agreement

COPYRIGHTS

I. UNITED STATES COPYRIGHT REGISTRATIONS

None.

II. UNITED STATES COPYRIGHT APPLICATIONS

None.

III. EXCLUSIVE COPYRIGHT LICENSES

None.