

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1230246

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PANOS BRANDS, LLC		05/14/2024	Limited Liability Company: DELAWARE
WALDEN FARMS, LLC		05/14/2024	Limited Liability Company: DELAWARE
SBS ACQUISITION COMPANY, LLC		05/14/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	WHITEHORSE CAPITAL MANAGEMENT, LLC, as Collateral Agent		
Street Address:	1450 BRICKELL AVENUE		
Internal Address:	31ST FLOOR		
City:	MIAMI		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 52			
Property Type	Number	Word Mark	
Registration Number:	6133527	CHATFIELD'S	
Registration Number:	2315664	DOWNEY'S ORIGINAL	
Registration Number:	1612225	CHATFIELD'S	
Registration Number:	4870497		
Registration Number:	6372792	YOU DESERVE TO FEEL SUPER	
Registration Number:	4305188	TESSEMAE'S	
Registration Number:	4670379	TASTE WHAT MATTERS.	
Registration Number:	5251341	TESSEMAE'S	
Registration Number:	6563506	SIMPLIFY FOOD. AMPLIFY LIFE.	
Registration Number:	4870498	CROP CIRCLES	
Registration Number:	3916561	KA-ME	
Registration Number:	3919288	PANOS BRANDS	
Registration Number:	3922501	A LITTLE LOVE GOES A LONG WAY	
Registration Number:	1668642	TAP'N APPLE	

CH \$1315.00.00 88533113

Property Type	Number	Word Mark
Registration Number:	4106831	MI-DEL
Registration Number:	2568429	HOME AGAIN
Registration Number:	4264959	
Registration Number:	5122447	MI-DEL
Registration Number:	4341220	PANOS BRANDS
Registration Number:	5248638	AMORE
Registration Number:	1807738	TOFU RELLA
Registration Number:	5361133	ANDREW & EVERETT
Registration Number:	976038	KA-ME
Registration Number:	1828468	BETTER THAN MILK
Registration Number:	5576297	MI-DEL GIVES BACK
Registration Number:	5643641	AMORE
Registration Number:	5670699	AMORE
Registration Number:	1880765	ZAPATA
Registration Number:	5757941	AMORE
Registration Number:	5857773	MI-DEL GIVES BACK
Registration Number:	5870048	AMORE
Registration Number:	1952904	MI-DEL
Registration Number:	6060034	PUT A LITTLE SPRING IN YOUR SIP
Registration Number:	3244701	ANDREW & EVERETT PREMIUM NATURAL CHEESES
Registration Number:	3311088	UDDERLY THE BEST!
Registration Number:	2187881	SESMARK
Registration Number:	3554860	MI-DELICIOUS
Registration Number:	2276209	BETTER THAN ICE CREME
Registration Number:	2317663	AMORE
Registration Number:	7158653	CHEESE WITH INTEGRITY
Registration Number:	2369884	
Registration Number:	6667579	MAKING HEALTHY TASTE DELICIOUS...THE WALDEN WAY!
Registration Number:	2037348	WALDEN FARMS
Registration Number:	5686385	NEAR ZERO
Registration Number:	4335077	WALDEN FARMS
Registration Number:	7278715	MAKING HEALTHY TASTE DELICIOUS...THE WALDEN WAY
Registration Number:	2011543	WALDEN FARMS
Registration Number:	4022794	CAMBRIDGE HOUSE
Registration Number:	3057375	COASTAL HARBOR
Registration Number:	5547693	THE WORLD'S FINEST SMOKED SALMON
Serial Number:	97764487	NEAR ZERO WALDEN FARMS
Registration Number:	4537901	THE WALDEN WAY

CORRESPONDENCE DATA**Fax Number:** 6175269899*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.***Phone:** (617)5269617**Email:** trademark@proskauer.com**Correspondent Name:** Abid Khalid**Address Line 1:** Proskauer Rose LLP**Address Line 2:** One International Place**Address Line 4:** Boston, MASSACHUSETTS 02110-2600

ATTORNEY DOCKET NUMBER:	36782-042
NAME OF SUBMITTER:	ELLEN SPAFFORD
SIGNATURE:	ELLEN SPAFFORD
DATE SIGNED:	05/14/2024

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of May 14, 2024 (the “**Effective Date**”) by each of the signatories hereto (collectively, the “**Grantors**”) in favor of **WHITEHORSE CAPITAL MANAGEMENT, LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of May 14, 2024 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Pledge and Security Agreement), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

(a) All United States copyrights, whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in **Schedule 1** hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the “**Copyrights**”).

(b) All agreements, licenses and covenants providing for the granting of any right in or to Copyrights or otherwise providing for a covenant not to sue (whether the applicable Grantor is licensee or licensor thereunder) regarding a Copyright, including, but not limited to, the exclusive licenses referred to in **Schedule 1** hereto (collectively, the “**Copyright Licenses**”).

(c) All United States patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and

future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

(d) All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for registration of any of the foregoing including, but not limited to (i) the registrations and applications for registration referred to in **Schedule 1** hereto, but for the avoidance of doubt excluding any intent to use applications for registrations of trademarks currently filed or filed in the future with the United States Patent and Trademark Office for which a statement of use under 15 U.S.C. § 1051(d) or amendment to allege use under 15 U.S.C. § 1051(c) has not yet been filed and accepted, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable law, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights or the Commissioner of Patents and Trademarks, as applicable, record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

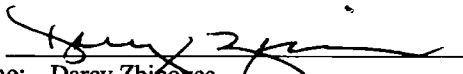
Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

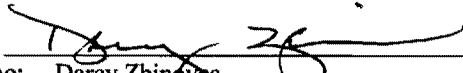
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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.


PANOS BRANDS, LLC,
as a Grantor

By: 
Name: Darcy Zbinovec
Title: Chief Executive Officer

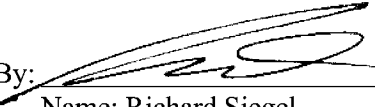
WALDEN FARMS, LLC,
as a Grantor

By: 
Name: Darcy Zbinovec
Title: Chief Executive Officer

SBS ACQUISITION COMPANY, LLC,
as a Grantor

By: 
Name: Darcy Zbinovec
Title: Chief Executive Officer

WHITEHORSE CAPITAL MANAGEMENT, LLC,
as Collateral Agent

By:  _____
Name: Richard Siegel
Title: Authorized Signatory

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Copyrights


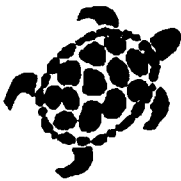
<u>Company</u>	<u>Country</u>	<u>Copyright</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
PANOS Brands, LLC	US	Gingerbread Man Cookie Mold (an image of the Gingerbread Man Cookie Mold)	VA0001800643	6/14/2011	6/14/2011


2. Patents

None.

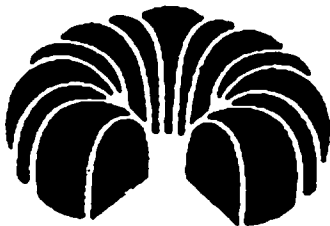
3. Trademarks

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
PANOS Brands, LLC	US	CHATFIELD'S	6133527	07/24/2019	8/25/2020
PANOS Brands, LLC	US	DOWNEY'S ORIGINAL	2315664	06/03/1998	02/08/2000
PANOS Brands, LLC	US	CHATFIELD'S	1612225	01/11/1989	09/04/1990
PANOS Brands, LLC	US		4870497	5/8/2015	12/15/2015
PANOS Brands, LLC	US	YOU DESERVE TO FEEL SUPER	6372792	10/9/2020	6/1/2021
PANOS Brands, LLC	US	TESSEMAE'S	4305188	7/26/2012	3/19/2013

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
PANOS Brands, LLC	US	TASTE WHAT MATTERS.	4670379	4/30/2014	1/13/2015
PANOS Brands, LLC	US	 TESSEMAE'S	5251341	2/20/2017	7/25/2017
PANOS Brands, LLC	US	SIMPLIFY FOOD. AMPLIFY LIFE.	6563506	1/17/2020	11/16/2021
PANOS Brands, LLC	US	CROP CIRCLES	4870498	5/8/2015	12/15/2015
PANOS Brands, LLC	US	Ka-Me	3916561	05/21/2010	02/08/2011
PANOS Brands, LLC	US	PANOS brands	3919288	05/21/2010	02/15/2011
PANOS Brands, LLC	US	A little love goes a long way	3922501	05/21/2010	02/22/2011
PANOS Brands, LLC	US	TAP'N APPLE	1668642	01/09/1990	12/17/1991
PANOS Brands, LLC	US	MI-DEL	4106831	03/25/2011	02/28/2012
PANOS Brands, LLC	US	HOME AGAIN	2568429	12/20/2000	05/07/2002
PANOS Brands, LLC	US		4264959	05/21/2010	12/25/2012
PANOS Brands, LLC	US	MI-DEL	5122447	05/13/2016	01/17/2017

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
PANOS Brands, LLC	US		4341220	05/21/2012	05/28/2013
PANOS Brands, LLC	US	AMORE	5248638	04/27/2015	07/25/2017
PANOS Brands, LLC	US	TOFU RELLA	1807738	12/20/1991	11/30/1993
PANOS Brands, LLC	US		5361133	11/04/2016	12/19/2017
PANOS Brands, LLC	US		976038	12/20/1972	01/01/1974
PANOS Brands, LLC	US	BETTER THAN MILK	1828468	06/30/1993	03/29/1994
PANOS Brands, LLC	US		5576297	03/23/2016	10/02/2018
PANOS Brands, LLC	US	AMORE	5643641	07/19/2018	01/01/2019
PANOS Brands, LLC	US	AMORE	5670699	04/27/2015	02/05/2019
PANOS Brands, LLC	US	ZAPATA	1880765	07/14/1993	02/28/1995
PANOS Brands, LLC	US	AMORE	5757941	09/14/2015	05/21/2019

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
PANOS Brands, LLC	US		5857773	03/23/2016	09/10/2019
PANOS Brands, LLC	US	AMORE	5870048	12/20/2018	09/24/2019
PANOS Brands, LLC	US	MI-DEL	1952904	01/03/1995	01/30/1996
PANOS Brands, LLC	US	Put a little spring in your sip	6060034	04/05/2019	05/19/2020
PANOS Brands, LLC	US		3244701	07/13/2006	05/22/2007
PANOS Brands, LLC	US	Udderly The Best!	3311088	01/02/2007	10/16/2007
PANOS Brands, LLC	US	SESMARK	2187881	10/31/1997	09/08/1998
PANOS Brands, LLC	US	MI-DELICIOUS	3554860	08/10/2007	12/30/2008
PANOS Brands, LLC	US	BETTER THAN ICE CREME?	2276209	08/15/1994	09/07/1999
PANOS Brands, LLC	US	<i>Amore</i>	2317663	11/07/1997	02/15/2000
PANOS Brands, LLC	US	CHEESE WITH INTEGRITY	7158653	12/14/2021	9/5/2023

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
PANOS Brands, LLC	US		2369884	6/3/1998	7/25/2000
Walden Farms, LLC	US	MAKING HEALTHY TASTE DELICIOUS...THE WALDEN WAY!	6667579	4/23/2021	3/8/2022
Walden Farms, LLC	US	THE WALDEN WAY	4537901	7/15/2008	7/15/2008
Walden Farms, LLC	US	WALDEN FARMS	2037348	5/5/1995	5/5/1995
Walden Farms, LLC	US	NEAR ZERO	5686385	11/26/2014	2/26/2019
Walden Farms, LLC	US	WALDEN FARMS	4335077	8/21/2008	5/14/2013
Walden Farms, LLC	US	Near Zero Walden Farms	97764487	1/23/2023	
Walden Farms, LLC	US	MAKING HEALTHY TASTE DELICIOUS...THE WALDEN WAY	7278715	1/3/2023	1/16/2024
Walden Farms, LLC	US	WALDEN FARMS	2011543	5/5/1995	10/29/1996
SBS Acquisition Company, LLC ¹	US	CAMBRIDGE HOUSE	4,022,794	2/15/2011	9/6/2011
SBS Acquisition Company, LLC	US	COASTAL HARBOR	3,057,375	9/24/2004	2/7/2006
SBS Acquisition Company, LLC	WIPO (EU, UK)	CAMBRIDGE HOUSE	1,408,769		3/28/2018

¹ The marks in the name of SBS Acquisition Company, LLC are currently in the name of Derwent Holdings Limited, a limited liability company organized under the laws of Nevis, but will be acquired by SBS Acquisition Company, LLC at closing.

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
SBS Acquisition Company, LLC	WIPO (EU, UK)	COASTAL HARBOR	1,402,842		3/29/2018
SBS Acquisition Company, LLC	UK	CAMBRIDGE HOUSE	801408769		11/23/2018
SBS Acquisition Company, LLC	UK	COASTAL HARBOR	801402842		10/26/2018
SBS Acquisition Company, LLC ²	US	The World's Finest Smoked Salmon	5547693	3/8/2018	8/21/2018

4. Exclusive Copyright Licenses

None.

² This mark in the name of SBS Acquisition Company, LLC is currently in the name of Samuel Brown, an individual, but will be assigned to The Santa Barbara Smokehouse, Inc., a California corporation, and then will be acquired by SBS Acquisition Company, LLC at closing.