

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496656

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dawn Foods, Inc		11/02/2018	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	5459714	BAKERS TRUTH	
Registration Number:	4751525	FABULOUS FONDANT	
Registration Number:	5171981	FIREFLY BAKING CO.	
Registration Number:	5325297	FIREFLY BAKING CO	
Registration Number:	4699839	FIREFLY CHOCOLATE	
Registration Number:	5507986	HARVEST VORTEX	
Registration Number:	5375428	JOIN THE DONUT PARTY	
Registration Number:	5182080	LUXE BAKEHOUSE	
Registration Number:	1965138	R&H	
Registration Number:	5456748	RAISED A	
Registration Number:	5201062	REAL DELIGHT FROM REAL INGREDIENTS	
Registration Number:	4172003	SWEET BAKING. SMART THINKING.	
Registration Number:	5511564	YOU DESERVE A DONUT	
Serial Number:	77546790	CELEBRATION	
Serial Number:	87666109	COOKIE BUTTER BAR	
Serial Number:	87591769	DAWN	
Serial Number:	87657695	DAWN BALANCE	
Serial Number:	87592044	DAWN	
Serial Number:	87657634	DAWN EXCEPTIONAL	

OP \$690.00 5459714

Property Type	Number	Word Mark
Serial Number:	87865790	DAWN INSPIRE
Serial Number:	87357193	EARLY RISERS
Serial Number:	87090693	EXCEPTIONAL
Serial Number:	88000169	EXTEND-R
Serial Number:	88000200	EXTEND-R EXTRA
Serial Number:	86503205	MAD BATTER
Serial Number:	87090707	SELECT
Serial Number:	87488890	SWEETEST BAKERY IN AMERICA

CORRESPONDENCE DATA

Fax Number:

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.

Email: emily.klump@clarivate.com

Correspondent Name: Nancy A. Zarazua

Address Line 1: 111 West Monroe Street

Address Line 2: c/o Chapman and Cutler LLP

Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER: Emily Klump

SIGNATURE: /Emily Klump/

DATE SIGNED: 11/02/2018

Total Attachments: 11

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TRADEMARK COLLATERAL AGREEMENT

This 2nd day of November, 2018, Dawn Foods, Inc., a Michigan corporation (“*Debtor*”) with its principal place of business and mailing address at 3333 Sargent Road, Jackson, Michigan 49201 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 111 West Monroe Street, Chicago, Illinois 60603, 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 Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith 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 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.

[SIGNATURE PAGE TO FOLLOW]

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

DAWN FOODS, INC.

By 
Name: Stuart A. Smith
Title: Treasurer

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

BANK OF MONTREAL, 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.

DAWN FOODS, INC.

By _____
Name _____
Title _____

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

BANK OF MONTREAL, AS AGENT

By Betzaida Erdelyi
Name: Betzaida Erdelyi
Its: Managing Director

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

OWNED U.S. TRADEMARKS:

All trademarks below are owned by Dawn Foods, Inc. unless otherwise noted.

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>REG or SER NO.</u>	<u>RENEWAL DATE</u>	<u>CLASS</u>	<u>REF NO.</u>
ARGENTINA	DAWN & Design	2,258,596	11-18-2018	Class 30	DHD-390-TM2-AR
AUSTRIA	DAWN	296540	10-17-2027	Class 29	DHD-759-TM-AT
AUSTRIA	DAWN	296540	10-17-2027	Class 30	DHD-759-TM-AT
CANADA	BROWNIE BLISS	TMA911,296	08-14-2030	N/A	DHD-573-TM-CA
COLOMBIA	VELVETOP	585790	02-15-2028	Class 29	DHD-543-TM-CO
COSTA RICA	VELVETOP	229687	08-29-2023	Class 30	DHD-543-TM2-CR
EGYPT	DAWN & Design	206505	09-09-2027	Class 30	DHD-365-TM-EG
GREAT BRITAIN	BAKER'S ADVANTAGE	2,070,892	05-09-2026	Class 30	DHD-335-TM-GB
GREAT BRITAIN	DAWN	1,353,554	08-03-2025	Class 30	DHD-7728-TM-GB
GREAT BRITAIN	DAWN & Design	2,387,377	03-18-2025	Class 30	DHD-286-TM-GB
GREAT BRITAIN	MAJESTIC	2,044,436	11-13-2025	Class 30	DHD-334-TM-GB
GREAT BRITAIN	MUFFIN MANIA	2,115,016	11-07-2026	Class 30	DHD-323-TM-GB
GREAT BRITAIN	RAISED A	2,044,435	11-13-2025	Class 30	DHD-333-TM-GB
GREAT	SKYLARK	1,497,946	04-16-2019	Class 30	DHD-

BRITAIN					328-TM-GB
GREAT BRITAIN	SPIN-OFF	2,105,454	07-18-2026	Class 16	DHD-327-TM-GB
GREAT BRITAIN	SPIN-OFF	2,105,454	07-18-2026	Class 42	DHD-327-TM-GB
INDIA	SWAN FOODS	1676361	04-15-2028	Class 29	DHD-399-TM-IN
INDIA	SWAN FOODS	1676360	04-15-2028	Class 30	DHD-399-TM2-IN
KOREA	R & H	40-0646735	01-10-2026	Class 29	DHD-230-TM-KR
KOREA	R & H	40-0646735	01-10-2026	Class 30	DHD-230-TM-KR
KUWAIT	SWAN FOODS	86723	08-27-2028	Class 30	DHD-399-TM2-KW
MACAU	DAWN	N/020224	05-08-2020	Class 29	DHD-7728-TM2-MO
MEXICO	DAWN DISTRIBUTORS ADVANTAGE & Design	1431855	10-11-2023	Class 29	DHD-597-TM-MX
NICARAGUA	R & H	2011092550 LM	03-20-2021	Class 30	DHD-314-TM2-NI
PARAGUAY	DAWN	415386	10-14-2025	Class 30	DHD-201-TM-PY
PARAGUAY	DAWN & Design	415387	10-14-2025	Class 30	DHD-202-TM-PY
POLAND	DAWN & Design	Ser. No. 003255684	07-04-2023	Classes 29, 30, & 43	DHD-7781-TM-PL
QATAR	SWAN FOODS	50528	04-19-2028	Class 29	DHD-399-TM-QA
QATAR	SWAN FOODS	50529	04-19-2028	Class 30	DHD-399-TM2-QA
ROMANIA	DAWN	76283	06-02-2026	Class 30	DHD-312-TM-RO
ROMANIA	DAWN & Design	76284	06-02-2026	Class 30	DHD-313-TM-RO

TURKEY	DAWN	200920442	04-22-2019	Class 30	DHD-443-TM-TR
UNITED STATES	BAKER'S TRUTH	5,459,714	8&15: 05-01-2024 8&9: 05-01-2028	Class 30	DHD-726-TM
UNITED STATES	FABULOUS FONDANT	4,751,525	8&15: 06-09-2021 8&9: 06-09-2025	Class 30	DHD-589-TM
UNITED STATES	FIREFLY BAKING CO.	5,171,981	8&15: 03-28-23 8&9: 03-28-27	Class 30	DHD-655-TM
UNITED STATES	FIREFLY BAKING CO. & Design	5,325,297	8&15: 10-31-23 8&9: 10-31-27	Class 30	DHD-725-TM
UNITED STATES	FIREFLY CHOCOLATE	4,699,839	8&15: 03-10-21 8&9: 03-10-25	Class 30	DHD-720-TM
UNITED STATES	HARVEST VORTEX	5,507,986	8&15: 07-03-2024 8&9: 07-03-2028	Class 30	DHD-767-TM
UNITED STATES	JOIN THE DONUT PARTY	5,375,428	8&15: 01-09-2024 8&9: 01-09-2028	Class 35	DHD-728-TM
UNITED STATES	LUXE BAKEHOUSE	5,182,080	8&15: 04-11-2023 8&9: 04-11-2027	Class 30	DHD-682-TM
UNITED STATES	R & H (Stylized)	1,965,138	04-02-2026	Class 29	DHD-265-TM
UNITED STATES	RAISED A	5,456,748	8&15: 05-01-2024 8&9: 05-01-2028	Class 30	DHD-734-TM
UNITED STATES	REAL DELIGHT FROM REAL INGREDIENTS	5,201,062	8&15: 05-09-2023 8&9: 05-09-2027	Class 30	DHD-719-TM
UNITED STATES	SWEET BAKING. SMART THINKING.	4,172,003	8&15: 07-10-2018 8&9: 07-10-2022	Classes 29, 30, & 32	DHD-439-TM
UNITED STATES	YOU DESERVE A DONUT	5,511,564	8&15: 07-10-2024 8&9: 07-10-2028	Class 16	DHD-721-TM

APPLICATIONS:

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>REG or SER NO.</u>	<u>RENEWAL DATE</u>	<u>CLASS</u>	<u>REF NO.</u>
AUSTRALIA	R&H	Ser. No. 1931713	Pending	Class 29	DHD-769-TM-AU
AUSTRALIA	R&H	Ser. No. 1931713	Pending	Class 30	DHD-769-TM-AU
BAHRAIN	R&H	Ser. No. 122955	Pending	Class 29	DHD-769-TM-BH
BAHRAIN	R&H	Ser. No. 122956	Pending	Class 30	DHD-769-TM2-BH
BARBADOS	VELVETOP	Ser. No. 81/36558	Pending	Class 30	DHD-543-TM2-BB
CANADA	BAKER'S TRUTH	Ser. No. 1,820,450	Pending	N/A	DHD-726-TM-CA
CANADA	BEST BAKERY IN CANADA	Ser. No. 1,890,369	Pending	N/A	DHD-768-TM-CA
CANADA	BUT-R-CRÈME	Ser. No. 1412956	Pending	N/A	DHD-428-TM-CA
CANADA	FIREFLY BAKING CO.	App. 1,766,956	Pending	Pending	DHD-655-TM-CA
CANADA	FIREFLY BAKING CO. & Design	App. 1,824,965	Pending	Pending	DHD-725-TM-CA
CANADA	LUXE BAKEHOUSE	App. 1,830,676	Pending	Pending	DHD-682-TM-CA
CANADA	REAL DELIGHT FROM REAL INGREDIENTS	App. 1,766,962	Pending	Pending	DHD-719-TM-CA
JORDAN	R&H	Ser. No. 202155	Pending	Class 29	DHD-769-TM-JO
JORDAN	R&H	Ser. No. 202216	Pending	Class 30	DHD-769-TM-JO
MACEDONIA	DAWN	Z-866/97	Pending	?	NO FILE HERE
MACEDONIA	DAWN & Design	Z-865/97	Pending	?	NO FILE HERE
MALAYSIA	R&H	Ser. No.	Pending	Class 29	DHD-

		2018006486			769-TM-MY
MALAYSIA	R&H	Ser. No. 20180064886	Pending	Class 30	DHD-769-TM2-MY
MEXICO	MILLIE'S TRTOA/DESIGN	365,306	Pending		DHD-326-TM-MX
PAKISTAN	DAWN	Ser. No. 182136	Pending	Class 30	DHD-7728-TM-PK
PAKISTAN	DAWN & Design	Ser. No. 182137	Pending	Class 30	DHD-7781-TM-PK
QATAR	R&H	Ser. No. 123428	Pending	Class 29	DHD-769-TM-QA
QATAR	R&H	Ser. No. 123429	Pending	Class 30	DHD-769-TM2-QA
UNITED ARAB EMIRATES	R&H	Ser. No. 293489	Pending	Class 29	DHD-769-TM-AE
UNITED ARAB EMIRATES	R&H	Ser. No. 293490	Pending	Class 30	DHD-769-TM2-AE
UNITED STATES	CELEBRATION	Ser. No. 77/546,790	Pending	Class 30	DHD-423-TM
UNITED STATES	COOKIE BUTTER BAR	Ser. No. 87/666,109	Pending	Class 30	DHD-766-TM
UNITED STATES	DAWN	87/591,769	Pending	Class 29	DHD-567-TM
UNITED STATES	DAWN	87/591,769	Pending	Class 32	DHD-567-TM
UNITED STATES	DAWN BALANCE	87/657,695	Pending	Class 29	DHD-761-TM
UNITED STATES	DAWN BALANCE	87/657,695	Pending	Class 30	DHD-761-TM
UNITED STATES	DAWN & Design	87/592,044	Pending	Class 29	DHD-568-TM
UNITED STATES	DAWN EXCEPTIONAL	87/657,634	Pending	Class 29	DHD-760-TM
UNITED STATES	DAWN EXCEPTIONAL	87/657,634	Pending	Class 30	DHD-760-TM
UNITED STATES	DAWN INSPIRE	Ser. No. 87/865,790	Pending	Class 29	DHD-762-TM
UNITED STATES	DAWN INSPIRE	Ser. No. 87/865,790	Pending	Class 30	DHD-762-TM
UNITED STATES	EARLY RISERS	87/357,193	Pending	Class 41	DHD-738-TM
UNITED STATES	EXCEPTIONAL	Ser. No. 87/090,693	Pending	Class 29	DHD-724-TM
UNITED STATES	EXTEND-R	Ser. No. 88/000,169	Pending	Class 30	DHD-731-TM

UNITED STATES	EXTEND-R EXTRA	Ser. No. 88/000,200	Pending	Class 30	DHD-732-TM
UNITED STATES	MAD BATTER	Ser. No. 86/503,205	Pending	Class 30	DHD-677-TM
UNITED STATES	SELECT	Ser. No. 87/090,707	Pending	Class 29	DHD-723-TM
UNITED STATES	SWEETEST BAKERY IN AMERICA	Ser. No. 87/488,890	Pending	Class 35	DHD-737-TM