

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528191

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WM. BOLTHOUSE FARMS, INC.		06/17/2019	Corporation: MICHIGAN
FRESH LOGISTICS, LLC		06/17/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., as Collateral Agent
Street Address:	900 W. Trade St.
Internal Address:	6th Floor, NC1-026-06-03
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	5771286	BOLTHOUSE FARMS
Registration Number:	5618675	THE FUTURE OF MILK
Registration Number:	5572034	BOLTHOUSE FARMS B STRONG
Registration Number:	5551380	BOLTHOUSE FARMS
Registration Number:	5526375	BOLTHOUSE FARMS B BALANCED
Registration Number:	5381618	BOLTHOUSE FARMS
Registration Number:	5351491	BOLTHOUSE FARMS
Registration Number:	5253881	1 9 5
Registration Number:	5230654	BOLTHOUSE FARMS MAIO
Registration Number:	5153452	BOLTHOUSE FARMS
Registration Number:	5151525	BOLTHOUSE FARMS KIDS
Registration Number:	4984249	BRENDA BELLE FARMS
Registration Number:	4984248	BRENDA BELLE FARMS
Registration Number:	4870843	BOLTHOUSE FARMS C-BOOST
Registration Number:	4643336	BERRY BOOST
Registration Number:	4621760	BOLTHOUSE FARMS MULTI-V GOODNESS

OP \$1090.00 5771286

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4528545	BOLTHOUSE FARMS SHAKEDOWNS
Registration Number:	4502239	B SINCE 1915
Registration Number:	4344061	SHAKEDOWNS
Registration Number:	4277340	PROTEIN PLUS
Registration Number:	4254083	BOLTHOUSE FARMS
Registration Number:	4246086	BOLTHOUSE
Registration Number:	3949311	COCONUT SPLASH
Registration Number:	3584377	AMAZING MANGO
Registration Number:	3439232	BOLTHOUSE
Registration Number:	3287016	PERFECTLY PROTEIN
Registration Number:	3213920	BLUE GOODNESS
Registration Number:	3130549	PERFECTLY PROTEIN
Registration Number:	2940918	GREEN GOODNESS
Registration Number:	2934040	BOLTHOUSE FARMS
Registration Number:	2871484	BOLTHOUSE FARMS
Registration Number:	2835112	VEDGE
Registration Number:	2784853	HYDROBIND
Registration Number:	2506212	LOOK MOM!
Registration Number:	1700694	WM. BOLTHOUSE FARMS
Registration Number:	1657828	SHORTCUTS
Registration Number:	1644819	WM. BOLTHOUSE FARMS
Registration Number:	3295131	FRESH LOGISTICS
Registration Number:	3220790	FRESHLOGISTICS
Serial Number:	88319758	BOLTHOUSE FARMS ENERGY
Serial Number:	87897143	FARMING TRADITION. MODERN NUTRITION.
Serial Number:	87710173	BOLTHOUSE FARMS
Serial Number:	87663064	BOLTHOUSE FARMS ACTIVE

CORRESPONDENCE DATA

Fax Number: 7043311159

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: 7043311000

Email: PTO_TMconfirmation@mvalaw.com,
maryelizabethzaldivar@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700, ATTN: IP DEPARTMENT

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 017625.005192

NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	06/18/2019
Total Attachments: 9 source=Trademark Security Agreement - Bolthouse to Bank of America, N.A#page1.tif source=Trademark Security Agreement - Bolthouse to Bank of America, N.A#page2.tif source=Trademark Security Agreement - Bolthouse to Bank of America, N.A#page3.tif source=Trademark Security Agreement - Bolthouse to Bank of America, N.A#page4.tif source=Trademark Security Agreement - Bolthouse to Bank of America, N.A#page5.tif source=Trademark Security Agreement - Bolthouse to Bank of America, N.A#page6.tif source=Trademark Security Agreement - Bolthouse to Bank of America, N.A#page7.tif source=Trademark Security Agreement - Bolthouse to Bank of America, N.A#page8.tif source=Trademark Security Agreement - Bolthouse to Bank of America, N.A#page9.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated June 17, 2019, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of BANK OF AMERICA, N.A. (“BOFA”) as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, Generis Buyer, Inc., a Delaware corporation (the “Lead Borrower”), BF Bolt-house Holdco LLC, a Delaware limited liability company (“BF Borrower” and together with the Lead Borrower, each a “Borrower” and collectively, the “Borrowers”), each Guarantor from time to time party thereto, BOFA, as administrative agent (in such capacity, and together with its successors and permitted assigns, the “Administrative Agent”), collateral agent (in such capacity, and together with its successors and permitted assigns, the “Collateral Agent”), swing line lender and an L/C issuer, each Lender from time to time party thereto and the other parties thereto have entered into the Credit Agreement dated as of June 17, 2019 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans to the Borrowers upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Property) (the “Collateral”).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark 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.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral 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 of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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

WM. BOLTHOUSE FARMS, INC.,
as Initial Grantor

By: 

Name: Jeffrey Dunn

Title: Chairman and Chief Executive Officer

FRESH LOGISTICS, LLC,
as Initial Grantor

By: 

Name: Jeffrey Dunn

Title: Chairman and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006672 FRAME: 0446

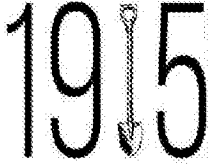

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 

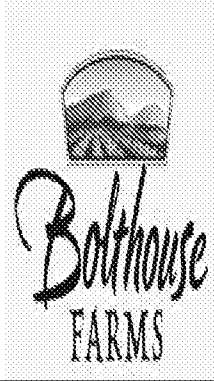


Name: Erik M. Truette
Title: Vice President



SCHEDULE A


United States Trademark Registrations and Trademark Applications¹




Mark & Design	App. No	Date Filed	Reg. No.	Reg. Date	Status	Grantor
1915 and Shovel Design 	87/024,878	May 4, 2016	5,253,881	Aug 1, 2017	Registered	Wm. Bolt-house Farms, Inc.
AMAZING MANGO	77/406,488	Feb 26, 2008	3,584,377	Mar 3, 2009	Registered	Wm. Bolt-house Farms, Inc.
B SINCE 1915 & Design 	85/593,354	Apr 10, 2012	4,502,239	Mar 25, 2014	Registered	Wm. Bolt-house Farms, Inc.
BERRY BOOST	85/911,287	Apr 22, 2013	4,643,336	Nov 25, 2014	Registered	Wm. Bolt-house Farms, Inc.
BLUE GOODNESS	78/478,574	Sep 3, 2004	3,213,920	Feb 27, 2007	Registered	Wm. Bolt-house Farms, Inc.
BOLTHOUSE	77/143,469	Mar 29, 2007	3,439,232	Jun 3, 2008	Registered	Wm. Bolt-house Farms, Inc.
BOLTHOUSE	85/629,796	May 18, 2012	4,246,086	Nov 20, 2012	Registered	Wm. Bolt-house Farms, Inc.
BOLTHOUSE FARMS	78/209,150	Jan 30, 2003	2,871,484	Aug 10, 2004	Registered	Wm. Bolt-house Farms, Inc.
BOLTHOUSE FARMS	85/629,790	May 18, 2012	4,254,083	Dec 4, 2012	Registered	Wm. Bolt-house Farms, Inc.

¹ With respect to each trademark application below with an asterisk (*), each Grantor and the Collateral Agent acknowledges and agrees that Excluded Property includes any intent-to-use trademark application in the United States prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment, or enforcement of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable Federal law.

Mark & Design	App. No	Date Filed	Reg. No.	Reg. Date	Status	Grantor
BOLTHOUSE FARMS	87/113,362	Jul 22, 2016	5,351,491	Dec 5, 2017	Registered	Wm. Bolt-house Farms, Inc.
BOLTHOUSE FARMS	87/150,900	Aug 25, 2016	5,551,380	Aug 28, 2018	Registered	Wm. Bolt-house Farms, Inc.
BOLTHOUSE FARMS & Design 	87/127,866	Aug 4, 2016	5,381,618	Jan 16, 2018	Registered	Wm. Bolt-house Farms, Inc.
BOLTHOUSE FARMS & Garden Stake Design 	86/300,966	Jun 5, 2014	5,153,452	Mar 7, 2017	Registered	Wm. Bolt-house Farms, Inc.
BOLTHOUSE FARMS and Design 	78/209,338	Jan 31, 2003	2934040	Mar 15, 2005	Registered	Wm. Bolt-house Farms, Inc.

Mark & Design	App. No	Date Filed	Reg. No.	Reg. Date	Status	Grantor
BOLTHOUSE FARMS B BALANCED	87/663,043	Oct 27, 2017	5,526,375	Jul 24, 2018	Registered	Wm. Bolt-house Farms, Inc.
BOLTHOUSE FARMS B STRONG	87/663,035	Oct 27, 2017	5,572,034	Sep 25, 2018	Registered	Wm. Bolt-house Farms, Inc.
BOLTHOUSE FARMS C-BOOST	86/670,516	Jun 22, 2015	4,870,843	Dec 15, 2015	Registered	Wm. Bolt-house Farms, Inc.
BOLTHOUSE FARMS KIDS and Design 	86/237,124	Mar 31, 2014	5,151,525	Feb 28, 2017	Registered	Wm. Bolt-house Farms, Inc.
BOLTHOUSE FARMS MAIO	87/004,188	Apr 18, 2016	5,230,654	Jun 27, 2017	Registered	Wm. Bolt-house Farms, Inc.
BOLTHOUSE FARMS MULTI-V GOODNESS	85/817,649	Jan 8, 2013	4,621,760	Oct 14, 2014	Registered	Wm. Bolt-house Farms, Inc.
BOLTHOUSE FARMS SHAKE-DOWNS and Design 	86/039,243	Aug 15, 2013	4,528,545	May 13, 2014	Registered	Wm. Bolt-house Farms, Inc.
BRENDA BELLE FARMS	86/468,734	Dec 2, 2014	4,984,249	Jun 21, 2016	Registered	Wm. Bolt-house Farms, Inc.

Mark & Design	App. No	Date Filed	Reg. No.	Reg. Date	Status	Grantor
BRENDA BELLE FARMS & Design 	86/468,714	Dec 2, 2014	4,984,248	Jun 21, 2016	Registered	Wm. Bolt-house Farms, Inc.
COCONUT SPLASH	85/062,360	Jun 14, 2010	3,949,311	Apr 19, 2011	Registered	Wm. Bolt-house Farms, Inc.
GREEN GOODNESS	78/311,026	Oct 8, 2003	2,940,918	Apr 12, 2005	Registered	Wm. Bolt-house Farms, Inc.
HYDROBIND	76/395,121	Apr 12, 2002	2,784,853	Nov 18, 2003	Registered	Wm. Bolt-house Farms, Inc.
LOOK MOM!	76/130,028	Sep 18, 2000	2,506,212	Nov 13, 2001	Registered	Wm. Bolt-house Farms, Inc.
PERFECTLY PROTEIN	78/311,018	Oct 8, 2003	3,130,549	Aug 15, 2006	Registered	Wm. Bolt-house Farms, Inc.
PERFECTLY PROTEIN	78/736,810	Oct 20, 2005	3,287,016	Aug 28, 2007	Registered	Wm. Bolt-house Farms, Inc.
PROTEIN PLUS	85/645,932	Jun 7, 2012	4,277,340	Jan 15, 2013	Registered	Wm. Bolt-house Farms, Inc.
SHAKEDOWNS	85/645938	Jun 7, 2012	4344061	May 28, 2013	Registered	Wm. Bolt-house Farms, Inc.
SHORTCUTS	74/013,793	Dec 26, 1989	1,657,828	Sep 17, 1991	Registered	Wm. Bolt-house Farms, Inc.
THE FUTURE OF MILK	87/605,101	Sep 12, 2017	5618675	Nov 27, 2018	Registered	Wm. Bolt-house Farms, Inc.
VEDGE	76/387,963	Mar 28, 2002	2,835,112	Apr 20, 2004	Registered	Wm. Bolt-house Farms, Inc.
WM. BOLT-HOUSE FARMS	74/015,335	Jan 2, 1990	1,644,819	May 14, 1991	Registered	Wm. Bolt-house Farms, Inc.

Mark & Design	App. No	Date Filed	Reg. No.	Reg. Date	Status	Grantor
WM. BOLT-HOUSE FARMS and Carrot Design 	74/185,851	Jul 17, 1991	1,700,694	Jul 14, 1992	Registered	Wm. Bolt-house Farms, Inc.
BOLTHOUSE FARMS and Design	87/980756	Dec 6, 2017	5771286	June 5, 2019	Registered	Wm. Bolt-house Farms, Inc.
FRESH LOGISTICS	78/721033	Sep 27, 2005	3295131	Sep 18, 2007	Registered	Fresh Logistics, LLC
FRESHLOGISTICS and Design 	78/736921	Oct 20, 2005	3220790	Mar 20, 2007	Registered	Fresh Logistics, LLC
BOLTHOUSE FARMS ENERGY*	88/319758	Feb 28, 2019			Intent to Use Application	Wm. Bolt-house Farms, Inc.
FARMING TRADITION. MODERN NUTRITION.*	87/897143	Apr 27, 2018			Intent to Use Application	Wm. Bolt-house Farms, Inc.
BOLTHOUSE FARMS and Design* 	87/710173	Dec 6, 2017			Intent to Use Application	Wm. Bolt-house Farms, Inc.
BOLTHOUSE FARMS ACTIVE*	87/663064	Oct 27, 2017			Intent to Use Application	Wm. Bolt-house Farms, Inc.