

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM638980

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Patriot Pickle Inc.		04/13/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A., as Administrative Agent		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90528854	PATRIOT PICKLE	
<b>Serial Number:</b>	90367609	CRISP BRAND ADD A FRESH CRUNCH TO YOUR L	
<b>Serial Number:</b>	88461347	PICKLE ADE	
<b>Serial Number:</b>	88461401	REGAL CROWN	
<b>Registration Number:</b>	5937763	KZ	
<b>Registration Number:</b>	4424888	THE ALL AMERICAN PICKLE PATRIOT PICKLE	
<b>Registration Number:</b>	4500701	NATURAL HARVEST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	3122883586		
<b>Email:</b>	john.cunningham@wolterskluwer.com		
<b>Correspondent Name:</b>	Nancy Helm Brown		
<b>Address Line 1:</b>	2929 Allen Pkwy		
<b>Address Line 2:</b>	Suite 3300		
<b>Address Line 4:</b>	Houston, TEXAS 77019		
<b>NAME OF SUBMITTER:</b>	Diandra M. LaMantia		
<b>SIGNATURE:</b>	/Diandra M. LaMantia/		
<b>DATE SIGNED:</b>	04/13/2021		

OP \$190.00 90528854

**Total Attachments: 5**

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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Patriot Pickle Inc.

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: Delaware  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) April 13, 2021

- Assignment                       Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: BMO Harris Bank N.A., as Administrative Agent

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship USA  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

See Schedule A attached hereto and made a part hereof.

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule A attached hereto and made a part hereof.

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Diandra M. LaMantia

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-3274

Docket Number: \_\_\_\_\_

Email Address: lamantia@chapman.com

**6. Total number of applications and registrations involved:**

7

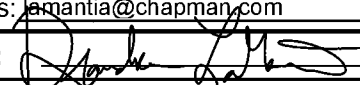
**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: , for Chapman and Cutler LLP

Signature

April 13, 2021

Date

Diandra M. LaMantia, Project Assistant

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of April 13, 2021, by Patriot Pickle Inc., a Delaware corporation ("Grantor"), in favor of BMO HARRIS BANK N.A., in its capacity as Administrative Agent for each Lender Party (in such capacity, together with its successors and assigns in such capacity, if any, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated as of April 13, 2021 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has pledged and granted to the Grantee (and its agents and designees) for the benefit of the Lender Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below), to secure the payment, performance and observance of all of the Secured Obligations.

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

1. As collateral security for the payment, performance and observance of all of the Secured Obligations, the Grantor does hereby pledge and grant to the Grantee (and its agents and designees) for the benefit of the Lender Parties, a continuing security interest in all of the following property, whether now or hereafter existing or whether now owned or hereafter acquired (collectively, the "Trademark Collateral"):

the Trademarks, together with (a) all extensions, modifications and renewals thereof, (b) the goodwill of the business connected with the use of and symbolized by any of the foregoing, (c) all income, license fees, royalties, damages, claims and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements or dilutions thereof, (d) the right to sue or otherwise recover for past, present and future infringements and dilutions thereof, and (e) rights corresponding thereto throughout the world. Notwithstanding the foregoing, the Trademark Collateral shall not include any Excluded Assets.

2. All capitalized terms used but not otherwise defined herein have the meanings given to them (including by reference) in the Security Agreement.

3. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Trademark Collateral, and the security interest granted therein, are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of a conflict

between this Trademark Security Agreement and the Security Agreement, the provisions of the Security Agreement shall control.

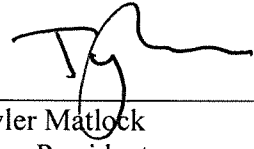
4. **THIS TRADEMARK AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.**

5. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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 by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

**[Remainder of page intentionally left blank]**

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

**PATRIOT PICKLE INC.**, a Delaware corporation






By: \_\_\_\_\_

Name: Tyler Matlock

Title: Vice President

**SCHEDULE A TO TRADEMARK SECURITY AGREEMENT**

Trademark Registrations and Applications

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
PATRIOT PICKLE	90528854	2/15/21	N/A	N/A	Patriot Pickle Inc.	Pending
CRISP BRAND ADD A FRESH CRUNCH TO YOUR LUNCH	90367609	12/8/20	N/A	N/A	Patriot Pickle Inc.	Pending
PICKLE ADE 	88461347	6/15/19	N/A	N/A	Patriot Pickle Inc.	Pending
REGAL CROWN	88461401	6/15/19	N/A	N/A	Patriot Pickle Inc.	Pending
KZ 	88461378	6/15/19	5937763	12/17/19	Patriot Pickle Inc.	Registered
THE ALL AMERICAN PICKLE PATRIOT PICKLE 	85864675	3/1/13	4424888	10/29/13	Patriot Pickle Inc.	Registered
NATURAL HARVEST	85909646	4/19/13	4500701	3/24/15	Patriot Pickle Inc.	Registered