

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM863280

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Patriot Pickle Inc.		12/22/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Bank N.A., as Administrative Agent		
Street Address:	320 S. Canal Street, 14th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	6285699	PICKLE ADE	
Registration Number:	4500701	NATURAL HARVEST	
Registration Number:	4424888	THE ALL AMERICAN PICKLE PATRIOT PICKLE	
Registration Number:	6941446	NOT YOUR TYPICKLE PICKLE FARM RIDGE FOOD	
Registration Number:	6941447	UNTYPICKLE PICKLES	
Registration Number:	5937763	KZ	
Registration Number:	6316322	REGAL CROWN	
Registration Number:	6703873	CRISP BRAND ADD A FRESH CRUNCH TO YOUR L	
Registration Number:	6697191	PATRIOT PICKLE	
Serial Number:	98202415	FIRST PLACE FOODS	
Serial Number:	98200231	HUNN'S PRIVATE STOCK	
Serial Number:	98153727	FARM RIDGE FOODS	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		

OP \$315.00 6285699

ATTORNEY DOCKET NUMBER:	049686-0095
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	12/22/2023

Total Attachments: 6

source=Project Dillicious - Trademark Security Agreement EXECUTED#page1.tif

source=Project Dillicious - Trademark Security Agreement EXECUTED#page2.tif

source=Project Dillicious - Trademark Security Agreement EXECUTED#page3.tif

source=Project Dillicious - Trademark Security Agreement EXECUTED#page4.tif

source=Project Dillicious - Trademark Security Agreement EXECUTED#page5.tif

source=Project Dillicious - Trademark Security Agreement EXECUTED#page6.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 22, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by Patriot Pickle Inc., a Delaware corporation (“**Grantor**”) in favor of BMO Bank N.A., as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, Grantor is party to that certain Security Agreement dated as of December 22, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, the other grantors party thereto and the Administrative Agent, pursuant to which Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

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

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Grantor, as security for the payment and performance in full of the Secured Obligations of Grantor (including, if Grantor is a Guarantor, the Secured Obligations of Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks, including those listed on Schedule A hereto, and including all goodwill connected with the use thereof and symbolized thereby,
- (ii) all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future infringements, misappropriations, dilutions or violations thereof
- (iii) all rights to sue or otherwise recover for past, present and future infringements, misappropriations, dilutions or other violations thereof, and
- (iv) all other rights, priorities and privileges corresponding thereto throughout the world;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" trademark application prior to the filing and acceptance 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 of a security interest therein would impair the validity or enforceability of, or void, such "intent-to-use" trademark application, or any registration that may issue therefrom, under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon Payment in Full in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor, at Grantor's sole cost and expense and in accordance with Section 6.11 of the Security Agreement, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Governing Law

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Counterparts

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

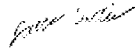
PATRIOT PICKLE INC., as a Grantor

By: 
Name: Bill McEntee
Title: Chief Executive Officer, President and
Treasurer

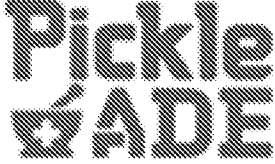

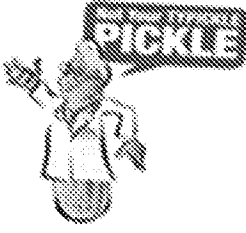

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

BMO BANK N.A.,
as Administrative Agent and Collateral Agent

By: 
Name: Jack Curtis
Title: Assistant Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Grantor	Mark	Registration No.	Registration Date
Patriot Pickle Inc.	PICKLE ADE and Design 	6285699	March 9, 2021
Patriot Pickle Inc.	NATURAL HARVEST	4500701	March 25, 2014
Patriot Pickle Inc.	THE ALL AMERICAN PICKLE PATRIOT PICKLE and Design 	4424888	October 29, 2013
Patriot Pickle Inc.	NOT YOUR TYPICKLE PICKLE FARM RIDGE FOODS and Design 	6941446	January 3, 2023
Patriot Pickle Inc.	UNTYPICKLE PICKLES	6941447	January 3, 2023
Patriot Pickle Inc.	KZ (Stylized) 	5937763	December 17, 2019
Patriot Pickle Inc.	REGAL CROWN	6316322	April 6, 2021

Patriot Pickle Inc.	CRISP BRAND ADD A FRESH CRUNCH TO YOUR LUNCH	6703873	April 19, 2022
Patriot Pickle Inc.	PATRIOT PICKLE	6697191	April 12, 2022

TRADEMARK APPLICATIONS

Grantor	Mark	Application No.	Application Date
Patriot Pickle Inc.	FIRST PLACE FOODS and Design 	98202415	September 28, 2023
Patriot Pickle Inc.	HUNN'S PRIVATE STOCK and Design 	98200231	September 27, 2023
Patriot Pickle Inc.	FARM RIDGE FOODS 	98153727	August 28, 2023