

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6105041

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
THE PROMOTION IN MOTION COMPANIES, INC.	05/12/2020
RECEIVING PARTY DATA	
Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	500 FIRST AVENUE
Internal Address:	COMMERCIAL LOAN SERVICE CENTER/DCC
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15219
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	10602754
Patent Number:	9750267
Patent Number:	6548090
Application Number:	13430901
Patent Number:	10327466
Application Number:	16415670
Application Number:	16804579
CORRESPONDENCE DATA	
Fax Number:	(215)832-5619
<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>	
Phone:	2155695619
Email:	pecsenye@blankrome.com
Correspondent Name:	TIMOTHY D. PECSENYE (074658-01329 ND)
Address Line 1:	ONE LOGAN SQUARE
Address Line 2:	8TH FLOOR
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	074658-01329
NAME OF SUBMITTER:	TIMOTHY D. PECSENYE
SIGNATURE:	/Timothy D. Pecsénye/

PATENT

DATE SIGNED:	05/13/2020
Total Attachments: 5 source=Amend 6 to Third AR - Patent Security Agreement - d_b_a (PNC-PIM) EXECUTED#page1.tif source=Amend 6 to Third AR - Patent Security Agreement - d_b_a (PNC-PIM) EXECUTED#page2.tif source=Amend 6 to Third AR - Patent Security Agreement - d_b_a (PNC-PIM) EXECUTED#page3.tif source=Amend 6 to Third AR - Patent Security Agreement - d_b_a (PNC-PIM) EXECUTED#page4.tif source=Amend 6 to Third AR - Patent Security Agreement - d_b_a (PNC-PIM) EXECUTED#page5.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “**Agreement**”), dated as of May 12, 2020 is entered into by the entities listed on the signature page hereto (individually and collectively, the “**Grantor**”) and **PNC BANK, NATIONAL ASSOCIATION** (the “**Assignee**”), as Agent pursuant to Third Amended and Restated Revolving Credit Loan and Security Agreement dated as of June 17, 2010 (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the “**Credit Agreement**”), between, among others, the Grantor, certain of the Grantor’s affiliates, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Patents set forth on Schedule A hereto as of the date hereof.

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

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Credit Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Credit Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Patents, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations. For the purposes of this Agreement, “Patents” means (i) patents, patent applications, patentable inventions, trade secrets, equipment formulations, manufacturing procedures, quality control procedures, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and licenses for any of the foregoing (“Licenses”), including, without limitation, any of the foregoing referred to on Schedule A hereto, (ii) the right to obtain all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing, and (iii) all claims for damages by reason of past, present and future infringements of the Patents or any Patent licensed under any License and the right to sue for and collect such damages, products, and proceeds as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives; provided, that no United States intent-to-use patent or service mark application shall be included in the Patent to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use patent or service mark application under Federal law.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor's federally registered United States registrations and applications for registration for the Patents existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Credit Agreement. In the event that any of the provisions of this Agreement are in conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

2. Modifications

If the Grantor shall obtain rights to any new Patents or licenses for Patents, this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Assignee with respect to any such new Patents or licenses for Patents. Without limiting Grantor's obligations under this Section 2, Grantor hereby authorizes Assignee unilaterally to modify this Agreement by amending Schedule A to include any such new Patents or licenses for Patents of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Assignee's continuing security interest in all Collateral, whether or not listed on Schedule A.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW JERSEY.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

5. No Novation

This Agreement amends, restates, replaces and supersedes in its entirety (but shall not constitute a novation of) any previous Patent Security Agreement among the Grantor and the Assignee. This Agreement represents the renewal and continuation of any security interest granted to Assignee by Grantor in its Patents.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 

Name: Robert Novak

Title: Vice President

GRANTOR:

THE PROMOTION IN MOTION COMPANIES,
INC.

By: 

Name: Michael G. Rosenberg

Title: President

[Signature Page to Patent Security Agreement]

PATENT
REEL: 052652 FRAME: 0606

Schedule A to PATENT SECURITY AGREEMENT

Registered Patents and Patent Applications

Patent Name	Owner	Patent Number (App. Number)	Reg. Date (App. Date)
FRUIT SNACK WITH PROBIOTICS AND METHOD OF MANUFACTURING A FRUIT SNACK WITH PROBIOTICS	The Promotion In Motion Companies, Inc.	10602754	3/31/2020
FRUIT SNACK WITH PROBIOTICS AND METHOD OF MANUFACTURING A FRUIT SNACK WITH PROBIOTICS	The Promotion In Motion Companies, Inc.	9750267	9/5/2017
EXTRUDABLE CANDY FRUIT FLAVORED FOOD PRODUCT	The Promotion In Motion Companies, Inc.	6548090	4/15/2003
JUICE-FILLED FRUIT SNACKS AND METHOD OF MANUFACTURING JUICE-FILLED FRUIT SNACKS	The Promotion In Motion Companies, Inc.	(13430901)	(3/27/2012)
ALL NATURAL FRUIT SNACK AND METHOD OF MANUFACTURING AN ALL NATURAL FRUIT SNACK	The Promotion In Motion Companies, Inc.	10327466	6/25/2019
ALL NATURAL FRUIT SNACK AND METHOD OF MANUFACTURING AN ALL NATURAL FRUIT SNACK	The Promotion In Motion Companies, Inc.	(16415670)	(5/17/2019)
FRUIT SNACK WITH PROBIOTICS AND METHOD OF MANUFACTURING A FRUIT SNACK WITH PROBIOTICS	The Promotion In Motion Companies, Inc.	(16804579)	(2/28/2020)