508904059 12/05/2024

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI674092

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
SAHALE SNACKS, INC.	11/01/2023

## **RECEIVING PARTY DATA**

Company Name:	VARAGON CAPITAL PARTNERS AGENT, LLC, as the Collateral Agent		
Street Address:	151 West 42nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		

## **PROPERTY NUMBERS Total: 4**

Property Type	Number
Patent Number:	D767241
Patent Number:	D767242
Patent Number:	D767243
Patent Number:	D767244

## **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.

**Phone:** 2129694041

**Email:** mchristopher@proskauer.com

Correspondent Name:

Address Line 1:

Address Line 2:

Jeremiah Evans

Proskauer Rose LLP

Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	85548.012
NAME OF SUBMITTER:	Miyuki Christopher
SIGNATURE:	Miyuki Christopher
DATE SIGNED:	12/05/2024

#### **Total Attachments: 5**

source=Sahale Joinder - Patent Security Agreement [Executed Version]#page1.tiff source=Sahale Joinder - Patent Security Agreement [Executed Version]#page2.tiff

PATENT 508904059 REEL: 069493 FRAME: 0948

source=Sahale Joinder - Patent Security Agreement [Executed Version]#page3.tiff source=Sahale Joinder - Patent Security Agreement [Executed Version]#page4.tiff source=Sahale Joinder - Patent Security Agreement [Executed Version]#page5.tiff

## GRANT OF SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this "<u>Agreement</u>"), dated as of November 1, 2023, is made by Sahale Snacks, Inc., a Delaware corporation (the "<u>Grantor</u>"), in favor of VARAGON CAPITAL PARTNERS AGENT, LLC, as collateral agent (in such capacity, the "<u>Agent</u>") in connection with that certain Credit Agreement, dated as of April 22, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), among Huron Bidco Inc., a Delaware corporation ("<u>Holdings</u>") KNPC Holdco, LLC, a Delaware limited liability company (the "<u>Borrower</u>"), the lending institutions from time to time parties thereto (each a "<u>Lender</u>" and, collectively, the "<u>Lenders</u>") and VARAGON CAPITAL PARTNERS AGENT, LLC, as collateral agent (in such capacity, together with its successors and assigns, the "<u>Collateral Agent</u>") for the benefit of the Secured Parties.

# <u>WITNESSETH</u>:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Security Agreement, dated April 22, 2022, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Patents, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, Grantor agrees, for the benefit of the Collateral Agentand the Secured Parties, as follows:

- 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.
- 2. Grant of Security Interest. Grantor hereby grants a lien on and security interest in all of Grantor's right, title and interest in, to and under the Patents that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.
- 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.
- 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of the Security Agreement, the terms of the Security Agreement and the terms of the Security Agreement and the terms of the Credit Agreement, the terms of the Credit Agreements hall govern.

- 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. The words "execution," "execute", "signed," "signature," and words of like import in or relating to this Agreement shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.
- 6. GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SAHALE SNACKS, INC. as a Grantor

By: Victor Melinen

Name: Victor Mehren
Title: President

[Signature Page to Grant of Security Interest in Patent Rights]

 $\label{thm:condition} VARAGON\ CAPITAL PARTNERS\ AGENT,\ LLC, as\ the\ Collateral\ Agent$ 

By: Mbcuus
Name: Michael Barrasso
Title: Principal

**REEL: 069493 FRAME: 0953** 

# SCHEDULE A

# U.S. Patent Registrations and Applications

Owner	App. No.	Patent No.	Patent Date	Expiration Date	Title
SAHALE SNACKS, INC.	29/538,365	D767,241	September 27, 2016	September 27, 2031	COATED FOOD PRODUCT (Handheld Food Product #1-Almond Vanilla Latte- Sahale)
SAHALE SNACKS, INC.	29/538,371	D767,242	September 27, 2016	September 27, 2031	COATED FOOD PRODUCT (Handheld Food Product #2-Salted Caramel Apple Pecan-Sahale)
SAHALE SNACKS, INC.	29/538,374	D767,243	September 27, 2016	September 27, 2031	COATED FOOD PRODUCT (Handheld Food Product #3-Dark Chocolate Peanut- Sahale)
SAHALE SNACKS, INC.	29/538,377	D767,244	September 27, 2016	September 27, 2031	COATED FOOD PRODUCT (Handheld Food Product #4- Cinnamon Pecan- Sahale)

**RECORDED: 12/05/2024**