

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626526

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Classic Cooking, LLC		02/12/2021	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	TCF National Bank		
Street Address:	2301 W. Big Beaver Road		
Internal Address:	Suite 525		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48084		
Entity Type:	National Banking Association: MICHIGAN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	90037319	PLANT POWERED! VEGGIES MADE GREAT VEGGIE	
Registration Number:	5657611	VEGGIES MADE GREAT	
Registration Number:	4425843	GARDEN LITES	
Registration Number:	4849476	GARDEN LITES THE DELICIOUS VEGETABLE COM	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3132233461		
Email:	nlevine@dickinsonwright.com		
Correspondent Name:	Daniel Burkhart		
Address Line 1:	500 Woodward Avenue		
Address Line 2:	Suite 4000		
Address Line 4:	Detroit, MICHIGAN 48226		
ATTORNEY DOCKET NUMBER:	18792-87		
NAME OF SUBMITTER:	Daniel Burkhart		
SIGNATURE:	/Daniel Burkhart/		
DATE SIGNED:	02/16/2021		

CH \$115.00 90037319

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of February 12, 2021, is made by NEW CLASSIC COOKING, LLC, a New York limited liability company ("NCC"), and together with each other person who joins this Agreement from time to time as a Grantor, each a "Grantor" and collectively the "Grantors") in favor of TCF NATIONAL BANK, a national banking association ("Secured Party").

RECITALS:

A. Grantors and Secured Party are parties to that certain Loan Agreement dated on or about the date of this Agreement (as amended, restated, supplemented, or modified from time to time, the "Loan Agreement"). Capitalized terms used and not defined in this Agreement have the meanings given to them in the Loan Agreement.

B. Pursuant to the Loan Agreement and the other Loan Documents, Grantors are required to execute and deliver this Agreement to Secured Party.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. GRANT OF SECURITY INTEREST. Grantors hereby grant to Secured Party a continuing security interest in all of each Grantor's right, title and interest in, to and under the following collateral owned by such Grantor, whether presently existing or hereafter created or acquired:

(a) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;

(b) each trademark license, including without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith;

(c) all products and proceeds of the foregoing, including without limitation, any claim by any Grantor against third parties for past, present, or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 1 attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1, and any trademark licensed under any trademark license listed on Schedule 1 attached hereto (items (a) through and including (c) being herein collectively referred to as the "Trademark Collateral");

(d) each patent and patent application, including without limitation, each patent referred to in Schedule 2 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;

(e) each patent license, including without limitation, each patent license listed on Schedule 2 attached hereto, together with all goodwill associated therewith;

(f) all products and proceeds of the foregoing, including without limitation, any claim by any Grantor against third parties for past, present, or future infringement of any patent, including without limitation, any patent referred to in Schedule 2 attached hereto, any patent issued pursuant to a

patent application, and any patent licensed under any patent license listed on Schedule 2 attached hereto (items (d) through and including (f) being herein collectively referred to as the “Patent Collateral”);

(g) each copyright and copyright application, including without limitation, each copyright and copyright application referred to in Schedule 3 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;

(h) each copyright license, including without limitation, each copyright license listed on Schedule 3 attached hereto, together with all goodwill associated therewith; and

(i) all products and proceeds of the foregoing, including without limitation, any claim by any Grantor against third parties for past, present, or future infringement of any copyright, including without limitation, any copyright referred to in Schedule 3 attached hereto, any copyright issued pursuant to a copyright application referred to in Schedule 3, and any copyright licensed under any copyright license listed on Schedule 3 attached hereto (items (g) through and including (i) being herein collectively referred to as the “Copyright Collateral”).

2. LOAN DOCUMENTS. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Loan Documents. Grantors acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral, the Trademark Collateral, and the Copyright Collateral made and granted hereby are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. COUNTERPARTS. This 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Michigan.

[SIGNATURE PAGES FOLLOW]

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

GRANTORS:

NEW CLASSIC COOKING, LLC

By:  _____

Name: Elliot Huss

Title: Chief Executive Officer


Signature Page to NCC Intellectual Property Security Agreement

TRADEMARK
REEL: 007193 FRAME: 0931

ACCEPTED AND ACKNOWLEDGED
as of the date first above written:

SECURED PARTY:

TCF NATIONAL BANK

By: 
Name: Daniel Zinser
Title: Vice President

SCHEDULE 1

Trademark Applications, Trademarks, and Trademark Licenses

TRADEMARKS APPLICATIONS

None.

TRADEMARKS

Title	Trademark Holder	Registration Date/Filing Date	Registration Number/Serial Number
Veggies Made Great	New Classic Cooking, LLC	Registration Date: 1/15/19	Registration Number: 5657611
Garden Lites	New Classic Cooking, LLC	Registration Date: 10/29/13	Registration Number: 4425843
PLANT POWERED! VEGGIES MADE GREAT VEGGIES OUR #1 INGREDIENT	New Classic Cooking, LLC	Filing Date: July 6, 2020	Serial Number: 90037319
GARDEN LITES THE DELICIOUS VEGETABLE COMPANY	New Classic Cooking, LLC	Registration Date: November 10, 2015	Registration Number: 4849476

TRADEMARK LICENSES

None.

SCHEDULE 2

Patent Applications, Patents, and Patent Licenses

PATENT APPLICATIONS

None.

PATENTS

None.

PATENT LICENSES

None.

SCHEDULE 3

Copyright Applications, Copyrights, and Copyright Licenses

COPYRIGHT APPLICATIONS

None.

COPYRIGHTS

None.

COPYRIGHT LICENSES

None.