

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782046

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Frieda's, LLC		01/20/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	LBC Credit Agency Services, LLC, as Agent		
Street Address:	555 East Lancaster Ave., Suite 450		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	6902644	MAHANA	
Registration Number:	6776350	RAMBAS	
Registration Number:	6648219	QUICK FIRES	
Registration Number:	6648100	KAHUNA	
Registration Number:	6634678	NATURE'S SWEET TART	
Registration Number:	6634677	POPJOYS	
Registration Number:	6563788	FIRE DRAGONS	
Registration Number:	6495228	MIGHTY GOLD	
Registration Number:	6654399	TIKIS	
Registration Number:	6381846	HONEY DRAGONS	
Registration Number:	5065639	INSPIRE. TASTE. LOVE. FRIEDA'S	
Registration Number:	4176824	LOVE YOUR PRODUCE MANAGER	
Registration Number:	2280669	FRIEDA'S	
Serial Number:	97244230	SNOW DRAGONS	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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>			

OP \$365.00 6902644

Phone: 3128637198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy J. Brougher, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe, Suite 3300
Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 6030.099

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 01/23/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 20, 2023, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of LBC Credit Agency Services, LLC, in its capacity as Agent under the Credit Agreement described below ("Agent").

WITNESSETH:

WHEREAS, pursuant to a certain Amended and Restated Credit Agreement, dated as of July 30, 2018, among the Borrowers, Agent and Lenders (as the same may be amended, restated, modified or supplemented and in effect from time to time, including by that certain First Amendment to Amended and Restated Credit Agreement dated as of the date hereof, the "Credit Agreement"), Lenders have agreed, subject to the satisfaction of certain conditions precedent, to make Loans to Borrowers;

WHEREAS, each Grantor has agreed, pursuant to that certain Amended and Restated Security Agreement, dated as of July 30, 2018, in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of Borrowers; and

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Agent and each Lender to continue to make extensions of credit to Borrowers thereunder, each Grantor hereby agrees with Agent and each Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent, and grants to Agent a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor, but excluding any Excluded Property of such Grantor (the "Trademark Collateral");

(a) all of its Trademarks and all Intellectual Property licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other reasonably necessary or desirable actions in connection with their Trademarks and Intellectual Property licenses subject to a security interest hereunder.

Section 5. Authorization to Supplement. If Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

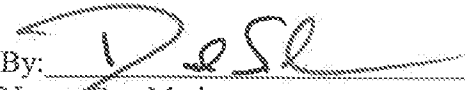
Section 6. Counterparts. This Trademark Security Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Signature by facsimile shall bind the parties thereto. This Trademark Security Agreement constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflict of law principles.

[Signature Pages Follow]

IN WITNESS WHEREOF, each 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.

FRIEDA'S, LLC, a Delaware
limited liability company, as Grantor

By: 
Name: Dan Madsen
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

LBC CREDIT AGENCY SERVICES,
LLC, as Agent

By: 

Name: David E. Frainow

Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

I. REGISTERED TRADEMARKS

TRADEMARK	SERIAL NUMBER	REG. NUMBER	REG. DATE	OWNER
MAHANA	90728106	6902644	11/15/22	Frieda's, LLC
RAMBAS	90582011	6776350	06/28/22	Frieda's, LLC
QUICK FIRES	90376358	6648219	02/15/22	Frieda's, LLC
KAHUNA	90310733	6648100	02/15/22	Frieda's, LLC
NATURE'S SWEET TART	90310756	6634678	02/01/22	Frieda's, LLC
POPJOYS	90310745	6634677	02/01/22	Frieda's, LLC
FIRE DRAGONS	90011640	6563788	11/16/21	Frieda's, LLC
MIGHTY GOLD	90376342	6495228	09/21/21	Frieda's, LLC
TIKIS	88907918	6654399	02/22/22	Frieda's, LLC
HONEY DRAGONS	88907935	6381846	06/08/21	Frieda's, LLC
INSPIRE. TASTE. LOVE. FRIEDA'S	86756271	5065639	10/18/16	Frieda's, LLC
LOVE YOUR PRODUCE MANAGER	85311063	4176824	07/17/12	Frieda's, LLC
FRIEDA'S	75410755	2280669	09/28/99	Frieda's, LLC

2. TRADEMARK APPLICATIONS

TRADEMARK	SERIAL NUMBER	STATUS	OWNER
SNOW DRAGONS	97244230	Application filed 01/28/22	Frieda's, LLC