

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM590596

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KTB Foods Inc.		08/03/2020	Corporation: DELAWARE
That's How We Roll LLC		08/03/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4784395	COOKIE THINS	
Registration Number:	3351416	KITCHEN TABLE BAKERS	
Registration Number:	4784393	MRS. THINSTER'S	
Registration Number:	5680798	MRS. THINSTER'S	
Registration Number:	5853069	MRS. THINSTER'S	
Registration Number:	4784394		
Registration Number:	5390436	PARMCRISPS	
Registration Number:	5660409	PARMCRISPS	
Registration Number:	5286489	PARTY-TIZERS	
Registration Number:	4530888	PERFECT FOR DIPPIN' OR JUST PLAIN CHIPPI	
Registration Number:	5429465	SOPHISTICATED SNACKING	
Registration Number:	5771589	THINSTERS	
Registration Number:	5840968	THINSTERS	
Registration Number:	5771590	THINSTERS	
Registration Number:	5840964	THINSTERS	
CORRESPONDENCE DATA			
Fax Number:	2027393001		

CH \$390.00 4784395

TRADEMARK

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: 2027395866
Email: felicia.gordon@morganlewis.com
Correspondent Name: Morgan, Lewis & Bockius LLP
Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	058438.14.0825
NAME OF SUBMITTER:	Felicia D. Gordon
SIGNATURE:	/Felicia D. Gordon/
DATE SIGNED:	08/06/2020

Total Attachments: 7

source=WF_Proven Brands - Trademark Security Agreement#page1.tif
source=WF_Proven Brands - Trademark Security Agreement#page2.tif
source=WF_Proven Brands - Trademark Security Agreement#page3.tif
source=WF_Proven Brands - Trademark Security Agreement#page4.tif
source=WF_Proven Brands - Trademark Security Agreement#page5.tif
source=WF_Proven Brands - Trademark Security Agreement#page6.tif
source=WF_Proven Brands - Trademark Security Agreement#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 3rd day of August, 2020, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and permitted assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of August 3, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among PROVEN HOLDCO LLC, a Delaware limited liability company ("Parent"), KTB FOODS INC., a Delaware corporation ("KTB Foods"), PROVEN BRANDS, INC., a Delaware corporation ("Proven Brands"), and THAT'S HOW WE ROLL LLC, a Delaware limited liability company ("Roll LLC", together with KTB Foods, Proven Brands, and any other Person that joins the Credit Agreement as a "Borrower" in accordance with the terms thereof, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and permitted assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of August 3, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

provided, that, notwithstanding the foregoing, Trademark Collateral shall not include any United States intent-to-use trademark applications 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 trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security 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.

6. COUNTERPARTS; ELECTRONIC EXECUTION. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. This Trademark Security Agreement may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce

Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

KTB FOODS INC.,
a Delaware corporation

By: Behdad Eghbali
Name: Behdad Eghbali
Title: Chairman of the Board

THAT'S HOW WE ROLL LLC,
a Delaware limited liability company

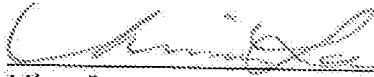
By: Behdad Eghbali
Name: Behdad Eghbali
Title: Chief Executive Officer & President

[Signature page to Trademark Security Agreement]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: 
Name: Minna Lee
Its Authorized Signatory

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 007016 FRAME: 0463

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>GRANTOR</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
That's How We Roll, LLC	Registration No. 4,784,395	USA	COOKIE THINS (& Design)
KTB Foods Inc.	Registration No. 3,351,416	USA	KITCHEN TABLE BAKERS
That's How We Roll, LLC	Registration No. 4,784,393	USA	MRS. THINSTER'S
That's How We Roll, LLC	Registration No. 5,680,798	USA	MRS. THINSTER'S
That's How We Roll, LLC	Registration No. 5,853,069	USA	MRS. THINSTER'S
That's How We Roll, LLC	Registration No. 4,784,394	USA	MRS. THINSTERS DESIGN
That's How We Roll, LLC	Registration No. 5,390,436	USA	PARMCRISPS
That's How We Roll, LLC	Registration No. 5,660,409	USA	PARMCRISPS
That's How We Roll, LLC	Registration No. 5,286,489	USA	PARTY-TIZERS
That's How We Roll, LLC	Registration No. 4,530,888	USA	PERFECT FOR DIPPIN' OR JUST PLAIN CHIPPIN'
That's How We Roll, LLC	Registration No. 5,429,465	USA	SOPHISTICATED SNACKING
That's How We Roll, LLC	Registration No. 5,771,589	USA	THINSTERS (Child)
That's How We Roll, LLC	Registration No. 5,840,968	USA	THINSTERS (Parent)
That's How We Roll, LLC	Registration No. 5,771,590	USA	THINSTERS (Stylized)(Child)
That's How We Roll, LLC	Registration No. 5,840,964	USA	THINSTERS (Stylized)(Parent)
That's How We Roll, LLC	Registration No. TMA1000862	Canada	PARTY-TIZERS
That's How We Roll, LLC	Registration No. 40-1083318	Republic of Korea	PARTY 'TIZERS
That's How We Roll, LLC	Registration No. 2009682	Mexico	CAKETHINS
That's How We Roll, LLC	Registration No. 1420306	Mexico	DIPPIN' CHIPS
That's How We Roll, LLC	Registration No.	Mexico	MR. THINSTERS

	1406658		
That's How We Roll, LLC	Registration No. 1945634	Mexico	PARMCRISPS
That's How We Roll, LLC	Registration No. 1473279	Mexico	PARTY 'TIZERS
That's How We Roll, LLC	Registration No. 1473280	Mexico	PARTY 'TIZERS
That's How We Roll, LLC	Registration No. 1406659	Mexico	THINSTERS
That's How We Roll, LLC	Registration No. 1988501	Mexico	THINSTERS (Stylized)

Trademark Applications

GRANTOR	APPLICATION NUMBER	COUNTRY	TRADEMARK
That's How We Roll, LLC	Application No. 1939742	Canada	PARMCHIPS
That's How We Roll, LLC	Application No. 1872566	Canada	PARMCRISPS
That's How We Roll, LLC	Application No. 1933519	Canada	PARMCRISPS
That's How We Roll, LLC	Application No. 1940561	Canada	THINSTERS
That's How We Roll, LLC	Application No. 1939744	Canada	THINSTERS (Stylized)
That's How We Roll, LLC	Application No. 2149994	Mexico	PARMCHIPS
That's How We Roll, LLC	Application No. 2137200	Mexico	PARMCRISPS