

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM639390

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SENSIBLE FOODS HOLDCO, LLC		04/13/2021	Limited Liability Company: DELAWARE
DR. PRAEGER'S SENSIBLE FOODS LLC		04/13/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	10 S. Dearborn, Floor L2, IL1-1145
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	5799946	BACKYARD BBQ
Registration Number:	5149758	DR. PRAEGER'S
Registration Number:	5012915	DR. PRAEGER'S
Registration Number:	5127376	DR. PRAEGER'S PURELY SENSIBLE FOODS
Registration Number:	2292965	DR. PRAEGER'S SENSIBLE FOODS
Registration Number:	3929269	LITTLES
Registration Number:	5127771	PURELY SENSIBLE FOODS
Registration Number:	5012662	SUNWICHES
Registration Number:	4807121	WHERE YOU RECOGNIZE ALL THE INGREDIENTS
Registration Number:	6031218	OATIES
Registration Number:	6071354	OATIES OATMEAL DIPPIN' STICKS
Registration Number:	5971890	PERFECT BURGER
Registration Number:	6071595	
Registration Number:	6071596	
Registration Number:	6071597	
Registration Number:	6071598	
Registration Number:	5998968	VEGGIE TRACKER

CH \$765.00 5799946

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6202014	PERFECT TURK'Y BURGER
Registration Number:	6193082	CALIFORNIA VEGGIE BURGER
Registration Number:	6138163	PERFECT SLIDERS
Registration Number:	6143979	ORIGINAL CHICK'N SLIDERS
Registration Number:	2218493	QUALITY DR. PRAEGER'S SENSIBLE FOODS
Registration Number:	2243208	VEGGIE ROYALE
Serial Number:	90120940	FARM STAND CAULIFLOWER BURGERS
Serial Number:	88735639	PERFECT PLANT BASED GROUND
Serial Number:	88633651	PURE PLANT PROTEIN
Serial Number:	90069603	BUFFALO CHICK'N SLIDERS
Serial Number:	90179181	CHICK'N LITTLES
Serial Number:	90398309	LITTLES
Registration Number:	6296271	DR. PRAEGER'S PURELY SENSIBLE FOODS

CORRESPONDENCE DATA

Fax Number: 6179518736

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: 6173417729

Email: katarzyna.gaysunas@morganlewis.com

Correspondent Name: Katarzyna Gaysunas

Address Line 1: 1 Federal St

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110-1726

NAME OF SUBMITTER:	Katarzyna Gaysunas
SIGNATURE:	/Katarzyna Gaysunas/
DATE SIGNED:	04/14/2021

Total Attachments: 9

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CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

This CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Confirmatory Grant”) is made as of April 13, 2021, by and among SENSIBLE FOODS HOLDCO, LLC, a Delaware limited liability company (“Holdings”), DR. PRAEGER’S SENSIBLE FOODS LLC, a Delaware limited liability company (the “Company”; and together with Holdings, each a “Grantor”, and collectively, the “Grantors”), and JPMORGAN CHASE BANK, N.A., as lender (together with its successors and assigns, the “Lender”) for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented, modified or otherwise in effect from time to time, the “Credit Agreement”), by and among the Grantors, the other Loan Parties from time to time party thereto, and the Lender, the Lender has agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lender is willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to the Lender that certain Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, amended and restated, supplemented, modified or otherwise in effect from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantors pledged and granted to the Lender, on behalf of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantors have agreed to execute and deliver this Confirmatory Grant in order to record the security interest granted to the Lender, on behalf of the Secured Parties, with the United States Patent and Trademark Office;

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

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each of the Grantors hereby pledges, collaterally assigns and grants to the Lender, on behalf of the Secured Parties, to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in this Confirmatory Grant as the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks and any related licenses with respect to Trademarks to which it is a party including those referred to on Schedule I;
- (b) all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each license with respect to Trademarks; and

(d) all products and proceeds (as that term is defined in the UCC) of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment of the foregoing, and 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 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 license with respect to Trademarks.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Confirmatory Grant 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 Confirmatory Grant secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantors.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Confirmatory Grant is granted in conjunction with the security interests granted to the Lender, on behalf of the Secured Parties, pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Lender 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. To the extent there is any inconsistency between this Confirmatory Grant and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new Trademarks, the provisions of this Confirmatory Grant shall automatically apply thereto. The Grantors hereby authorizes the Lender unilaterally to modify this Confirmatory Grant by amending Schedule I to include any such new trademark rights of any Grantor. Notwithstanding the foregoing, no failure to so modify this Confirmatory Grant or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Confirmatory Grant is a Loan Document. This Confirmatory Grant may be executed in any number of counterparts, each of which shall be an original, and all of which taken together, shall constitute one agreement. Subject to the terms of the Credit Agreement, delivery of an executed counterpart of a signature page of this Confirmatory Grant that is an Electronic Signature (as defined in the Credit Agreement) transmitted by facsimile, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require the Lender to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (A) to the extent the Lender has agreed to accept any Electronic Signature, the Lender shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of any Grantor without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (B) upon the request of the Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, each Grantor hereby (w) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Lender and the Grantors, Electronic Signatures transmitted by facsimile, emailed pdf. or any other electronic means that reproduces

an image of an actual executed signature page and/or any electronic images of this Confirmatory Grant shall have the same legal effect, validity and enforceability as any paper original, (x) the Lender may, at its option, create one or more copies of this Confirmatory Grant in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of its business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (y) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Confirmatory Grant based solely on the lack of paper original copies of Confirmatory Grant, including with respect to any signature pages thereto and (z) waives any claim against any Lender-Related Person for any Liabilities arising solely from the Lender's reliance on or use of Electronic Signatures and/or transmission by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any Liabilities arising as a result of the failure of any Grantor to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

7. **GOVERNING LAW; JURISDICTION; CONSENT TO SERVICE OF PROCESS.** THIS CONFIRMATORY SHALL BE GOVERNED BY SECTION 8.09 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

8. **MISCELLANEOUS.** THIS CONFIRMATORY GRANT SHALL BE SUBJECT TO THE PROVISIONS REGARDING JURY TRIAL WAIVER SET FORTH IN SECTIONS 8.10 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Confirmatory Grant of Security Interest in Trademarks to be executed and delivered as of the day and year first above written.

GRANTORS:

SENSIBLE FOODS HOLDCO, LLC

By: _____
Name: *Larry Praeger*
Title: *CEO*

DR. PRAEGER'S SENSIBLE FOODS LLC

By: _____
Name: *Larry Praeger*
Title: *CEO*

LENDER:

JPMORGAN CHASE BANK, N.A.

By: *Marie C Duhamel*

Name: Marie C. Duhamel

Title: Authorized Officer

SCHEDULE I
to
CONFIRMATORY GRANT

Please see attached.

TRADEMARKS

Owner	Trademark	Registration Date	Registration Number	Country
Dr. Praeger's Sensible Foods LLC	BACKYARD BBQ	23-APR-2019	5799946	USA
Dr. Praeger's Sensible Foods LLC	DR. PRAEGER'S	28-FEB-2017	5149758	USA
Dr. Praeger's Sensible Foods LLC	DR. PRAEGER'S	02-AUG-2016	5012915	USA
Dr. Praeger's Sensible Foods LLC	DR. PRAEGER'S PURELY SENSIBLE FOODS AND DESIGN	03-MAY-2016	5127376	USA
Dr. Praeger's Sensible Foods LLC	DR. PRAEGER'S SENSIBLE FOODS	16-NOV-1999	2292965	USA
Dr. Praeger's Sensible Foods LLC	LITTLES	08-MAR-2011	3929269	USA
Dr. Praeger's Sensible Foods LLC	PURELY SENSIBLE FOODS	24-JAN-2017	5127771	USA
Dr. Praeger's Sensible Foods LLC	SUNWICHES	02-AUG-2016	5012662	USA
Dr. Praeger's Sensible Foods LLC	WHERE YOU RECOGNIZE ALL THE INGREDIENTS	08-SEP-2015	4807121	USA
Dr. Praeger's Sensible Foods LLC	OATIES	07-APR-2020	6031218	USA
Dr. Praeger's Sensible Foods LLC	OATIES OATMEAL DIPPING STICKS	02-JUN-2020	6071354	USA
Dr. Praeger's Sensible Foods LLC	PERFECT BURGER	28-JAN-2020	5971890	USA
Dr. Praeger's Sensible Foods LLC	Star Product Configuration Mark	02-JUN-2020	6071595	USA
Dr. Praeger's Sensible Foods LLC	Dinosaur No. 1 Product Configuration Mark	02-JUN-2020	6071596	USA
Dr. Praeger's Sensible Foods LLC	Dinosaur No. 2 Product Configuration Mark	02-JUN-2020	6071597	USA
Dr. Praeger's Sensible Foods LLC	Bear Product Configuration Mark	02-JUN-2020	6071598	USA

Dr. Praeger's Sensible Foods LLC	VEGGIE TRACKER	25-FEB-2020	5998968	USA
Dr. Praeger's Sensible Foods LLC	PERFECT TURKEY BURGER	17-NOV-2020	6202014	USA
Dr. Praeger's Sensible Foods LLC	CALIFORNIA VEGGIE BURGER	10-NOV-2020	6193082	USA
Dr. Praeger's Sensible Foods LLC	PERFECT SLIDERS	25-AUG-2020	6138163	USA
Dr. Praeger's Sensible Foods LLC	ORIGINAL CHICK'N SLIDERS	01-SEP-2020	6143979	USA
Dr. Praeger's Sensible Foods LLC	DR. PRAEGER'S	28-FEB-2017	2218493	USA
Dr. Praeger's Sensible Foods LLC	VEGGIE ROYALE	04-MAY-1999	2243208	USA

TRADEMARK APPLICATIONS

Owner	Trademark Application	Application Filing Date	Application Serial Number	Country
Dr. Praeger's Sensible Foods LLC	FARM STAND CAULIFLOWER BURGERS	18-AUG-2020	90120940	USA
Dr. Praeger's Sensible Foods LLC	DR. PRAEGER'S PURELY SENSIBLE FOODS	25-SEP-2019	629271	USA
Dr. Praeger's Sensible Foods LLC	PERFECT PLANT BASED GROUND	20-DEC-2019	88735639	USA
Dr. Praeger's Sensible Foods LLC	PERFECT PLANT BASED GROUND	20-DEC-2019	88735639	USA
Dr. Praeger's Sensible Foods LLC	PURE PLANT PROTEIN	27-SEP-2019	88633651	USA
Dr. Praeger's Sensible Foods LLC	BUFFALO CHICK'N SLIDERS	23-JUL-2020	90069603	USA
Dr. Praeger's Sensible Foods LLC	CHICK'N LITTLES	14-SEP-2020	90179181	USA
Dr. Praeger's Sensible Foods LLC	LITTLES	21-DEC-2020	90398309	USA