

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686195

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RPE, LLC		11/04/2021	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	115 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Canadian Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	5843237	POTATO INSPIRATIONS	
Registration Number:	5257634	PARTY POTATOES	
Registration Number:	5201587	PERFECT PAIR	
Registration Number:	5167206	ODDBALLS	
Registration Number:	5092363	ODDBALL ORGANICS	
Registration Number:	5088312	STEAM & SAVOR	
Registration Number:	5088251	SEASON & SAVOR	
Registration Number:	5070126	CLASSIC BABY CREAMERS	
Registration Number:	4979842	TAKE & SHAKE POTATOES	
Registration Number:	4148772	RPE RESPONSIBLE FARMING INNOVATIVE SOLUT	
Registration Number:	4539790	OLD OAK FARMS	
Registration Number:	4453893	OLD OAK FARMS	
Registration Number:	4335989	CHERRY CREEK REDS	
Registration Number:	3878820	RPE	
Registration Number:	3296326	BIGGINS	
Registration Number:	3296324	BIGGINS	
Registration Number:	3289541	BIG TASTE SLIMMER WAIST	
Registration Number:	3016822	NATURALLY NUTRITIOUS	

OP \$465.00 5843237

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: 240-392-0017

Email: requests@independencelegalsupport.com

Correspondent Name: Elspeth Callahan

Address Line 1: PO Box 1807

Address Line 4: Greenbelt, MARYLAND 20768

NAME OF SUBMITTER:	Diandra M. LaMantia
SIGNATURE:	/Diandra M. LaMantia/
DATE SIGNED:	11/05/2021

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

RPE, LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other limited liability company _____

Citizenship (see guidelines) Wisconsin

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 4, 2021

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of Montreal, as Agent

Street Address: 115 S. LaSalle Street

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other CHTD. BANK Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

See Schedule A attached hereto and made a part hereof.

B. Trademark Registration No.(s) _____

See Schedule A attached hereto and made a part hereof.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Diandra M. LaMantia

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-3274

Docket Number: _____

Email Address: lamantia@chapman.com

6. Total number of applications and registrations involved:

18

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature Diandra M. LaMantia, for Chapman and Cutler LLP

Signature

Diandra M. LaMantia, Paralegal

Name of Person Signing

November 4, 2021

Date

Total number of pages including cover sheet, attachments, and document:

7

TRADEMARK COLLATERAL AGREEMENT

This 4th day of November, 2021, RPE, LLC (f/k/a RPE INC.), a Wisconsin limited liability company (“*Debtor*”) with its principal place of business and mailing address at 8550 Central Sands Road, Bancroft, Wisconsin 54921, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to Bank of Montreal (“*BMO*”), with its mailing address at 115 South LaSalle Street, Chicago, Illinois, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the “*Agent*”), for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) All of Debtor’s right, title and interest (including common law rights and all state and federal registrations) in and to each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as defined in that certain Amended and Restated Security Agreement dated as of October 28, 2021, among the Debtors, certain affiliates of the Debtor and the Agent (as the same has been or may be amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any application by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted pursuant to the Lanham Act (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as such Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office in accordance with the Lanham Act, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

The Agent and Debtor hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the trademarks, trademark registrations, and


trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

This Trademark Collateral Agreement and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

RPE, LLC

By: 
Name: Kasey Osborn
Title: Authorized Signatory

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By Betzaida Erdelyi
Name: Betzaida Erdelyi
Its: Managing Director

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Filing/Reg. Date	Serial/Reg. No.	Status	Owner
POTATO INSPIRATIONS	8/27/2019	5843237	Registered	RPE, LLC f/k/a RPE, Inc.
PARTY POTATOES	8/1/2017	5257634	Registered	RPE, LLC f/k/a RPE, Inc.
PERFECT PAIR	5/9/2017	5201587	Registered	RPE, LLC f/k/a RPE, Inc.
ODDBALLS	3/21/2017	5167206	Registered	RPE, LLC f/k/a RPE, Inc.
ODDBALL ORGANICS	11/29/2016	5092363	Registered	RPE, LLC f/k/a RPE, Inc.
STEAM & SAVOR	11/22/2016	5088312	Registered	RPE, LLC f/k/a RPE, Inc.
SEASON & SAVOR	11/22/2016	5088251	Registered	RPE, LLC f/k/a RPE, Inc.
CLASSIC BABY CREAMERS	10/25/2016	5070126	Registered	RPE, LLC f/k/a RPE, Inc.
TAKE & SHAKE POTATOES	6/14/2016	4979842	Registered	RPE, LLC f/k/a RPE, Inc.
RPE RESPONSIBLE FARMING INNOVATIVE SOLUTIONS	5/29/2012	4148772	Registered	RPE, LLC f/k/a RPE, Inc.
OLD OAK FARMS	5/27/2014	4539790	Registered	RPE, LLC f/k/a RPE, Inc.
OLD OAK FARMS	12/24/2013	4453893	Registered	RPE, LLC f/k/a RPE, Inc.
CHERRY CREEK REDS	5/14/2013	4335989	Registered	RPE, LLC f/k/a RPE, Inc.
RPE	11/23/2010	3878820	Registered	RPE, LLC f/k/a RPE, Inc.
BIGGINS	9/25/2007	3296326	Registered	RPE, LLC f/k/a RPE, Inc.
BIGGINS	9/25/2007	3296324	Registered	RPE, LLC f/k/a RPE, Inc.
BIG TASTE SLIMMER WAIST	9/11/2007	3289541	Registered	RPE, LLC f/k/a RPE, Inc.

NATURALLY NUTRITIOUS	11/22/2005	3016822	Registered	RPE, LLC f/k/a RPE, Inc.
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