

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM708766

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Organic Milling, Inc.		02/16/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Capital One, National Association, as Agent		
Street Address:	Two Bethesda Metro Center		
Internal Address:	Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3228784	HEART MATES	
Registration Number:	4086932	HI-LO	
Registration Number:	5997740	MILL SELECT	
Registration Number:	3155282	NUTRITIOUS LIVING	
Registration Number:	2972079	NUTRITIOUS LIVING	
Registration Number:	3336834	ORGANIC DAYBREAK	
Registration Number:	3604478	ORGANIC MILLING SINCE 1960	
Registration Number:	0942075	VITA-CRUNCH	
Serial Number:	90218579	NUTRITIOUS LIVING	
Serial Number:	87612979	SURESTART	
CORRESPONDENCE DATA			
Fax Number:	8888295817		
<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:	8888295819		
Email:	john.cunningham@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 S. LaSalle		
Address Line 2:	Suite 814		

OP \$265.00 3228784

Address Line 4:	Chicago, ILLINOIS 60604
NAME OF SUBMITTER:	Diandra M. LaMantia
SIGNATURE:	/Diandra M. LaMantia/
DATE SIGNED:	02/16/2022
Total Attachments: 7 source=IP filing#page1.tif source=IP filing#page2.tif source=IP filing#page3.tif source=IP filing#page4.tif source=IP filing#page5.tif source=IP filing#page6.tif source=IP filing#page7.tif	

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):

Organic Milling, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: California
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) February 16, 2022

- 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: Capital One, National Association, as Agent

Street Address: Two Bethesda Metro Center, Suite 600

City: Bethesda

State: Maryland

Country: USA Zip: 20814

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

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 I attached hereto and made a part hereof.

B. Trademark Registration No.(s) _____

See Schedule I 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:

10

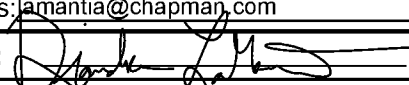
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: , for Chapman and Cutler LLP

Signature

Diandra M. LaMantia, Paralegal

Name of Person Signing

February 16, 2022

Date

Total number of pages including cover sheet, attachments, and document: 7

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 16, 2022, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Capital One, National Association (“Capital One”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January [31], 2022 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among by and among GRANOLA & CEREAL PRODUCTS ACQUISITION LLC, a Delaware limited liability company (“Holdings”), ORGANIC MILLING, INC., a California corporation (“OMI”), GRANOLA & CEREAL PRODUCTS REAL ESTATE INVESTMENT LLC (“REI”); and, together with OMI and each other Person that becomes a “Borrower” party under the Credit Agreement, referred to individually as a “Borrower” and collectively as the “Borrowers”), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Capital One, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and 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 the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and 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 Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

- (a) all renewals and extensions of the foregoing;
- (b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (c) 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.

Notwithstanding anything to the contrary, the "Trademark Collateral" excludes any Excluded Property.

Section 3. Guaranty and 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 Guaranty and 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Subject to the terms of the Guaranty and Security Agreement, 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 necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

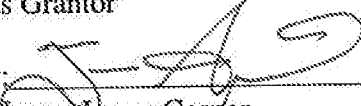
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security 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 New York.

[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.

ORGANIC MILLING, INC.
as Grantor

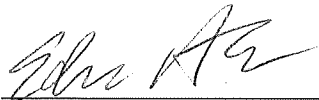
By: 
Name: James Gaspar
Title: Executive Chairman

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT—ORGANIC MILLING, INC.]

TRADEMARK
REEL: 007636 FRAME: 0078

ACCEPTED AND AGREED as of the date first above written:

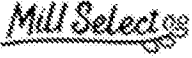

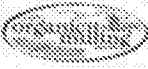
CAPITAL ONE, NATIONAL ASSOCIATION
as Agent

By: 
Name: Edgar Abreu
Title: Assistant Vice President


SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

World or Design Mark	Owner	Appl. No. (Serial No.)	Appl. Date	Reg. No.	Reg. Date
HEART MATES	Organic Milling, Inc.	78653563	June 17, 2005	3228784	April 10, 2007
HI-LO	Organic Milling, Inc.	85315788	May 9, 2011	4086932	January 17, 2012
MILL SELECT and Design 	Organic Milling, Inc.	87952915	June 7, 2018	5997740	February 25, 2020
NUTRITIOUS LIVING and Design 	Organic Milling, Inc.	78977386	June 16, 2005	3155282	October 10, 2006
NUTRITIOUS LIVING	Organic Milling, Inc.	76533099	July 28, 2003	2972079	July 19, 2005
ORGANIC DAYBREAK	Organic Milling, Inc.	78814439	February 14, 2006	3336834	November 13, 2007
ORGANIC MILLING SINCE 1960  and Design	Organic Milling, Inc.	78883931	May 15, 2006	3604478	April 7, 2009
VITA-CRUNCH	Organic Milling, Inc.	72396069	June 28, 1971	0942075	August 29, 1972

2. TRADEMARK APPLICATIONS

World or Design Mark	Owner	Appl. No. (Serial No.)	Appl. Date
<p>NUTRITIOUS LIVING and Design</p> 	Organic Milling, Inc.	90218579	September 28, 2020
SURESTART	Organic Milling, Inc.	87612979	September 18, 2017