

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718538

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIMPLE MILLS, INC.		04/01/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 SOUTH DEARBORN		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	6055137	SIMPLE MILLS	
Registration Number:	6055138	SIMPLE MILLS	
Registration Number:	6479607	SIMPLE, REAL, WHOLESOME INGREDIENTS ARE	
Registration Number:	5928899	BE YOUR BRIGHTEST	
Registration Number:	5928900	SIMPLE MILLS	
Registration Number:	5928901	SIMPLE MILLS	
Registration Number:	5928902	SIMPLE MILLS	
Registration Number:	6185982	FEEL WHAT GOOD FOOD CAN DO	
Registration Number:	5767881	SIMPLE MILLS	
Registration Number:	5789557	BE YOUR BRIGHTEST	
Registration Number:	5647170	SIMPLE MILLS	
Registration Number:	5647171	SIMPLE MILLS	
Registration Number:	4944330	SIMPLE MILLS	
Registration Number:	4962603	SIMPLE MILLS	
Registration Number:	4575385	SIMPLE MILLS	
Registration Number:	1926608	SWEET THINS	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 2021 McKinney Ave., Suite 2000
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-30152
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NAME OF SUBMITTER:	Dusan Clark
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SIGNATURE:	/Dusan Clark/
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DATE SIGNED:	04/01/2022
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as it may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is entered into as of April 1, 2022, by and among SIMPLE MILLS, INC., a Delaware corporation (the “Grantor”), and JPMORGAN CHASE BANK, N.A., (the “Lender”).

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement, entered into as of the date hereof, by and among the Grantor and the Lender (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the Grantor pledged and granted to the Lender a security interest in all of the Grantor’s right, title and interest in, to and under all of the Collateral of the Grantor, to secure the prompt and complete payment and performance of the Secured Obligations; and

WHEREAS, the Grantor has agreed to execute and deliver this Agreement pursuant to the terms and conditions of the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Grantor and the Lender hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Lender a security interest in all of Grantor's right, title and interest in, to and under the following Collateral of the Grantor, to secure the prompt and complete payment and performance of the Secured Obligations (collectively, the “Trademark Collateral”):

- (a) all (i) trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing (other than any application for registration of a Trademark filed in the U.S. Patent and Trademark Office on the basis of the applicant's intent-to-use such Trademark pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until evidence of use has been filed with the U.S. Patent and Trademark Office pursuant to Section 1(d) of the Lanham Act or Section 1(c) of the Lanham Act (15 U.S.C. §1051, et seq.) with respect thereto, solely to the extent, if any, that and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any such Trademark application or the registration that issues from such application under applicable federal law); (ii) all licenses of the foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vi) all rights corresponding to any of the foregoing throughout the world, including the registrations and applications listed on Annex A attached hereto.

Notwithstanding anything herein to the contrary, Trademark Collateral shall in no event include, and this Agreement shall in no event create a security interest in, any Excluded Property of the Grantor.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender by the Grantor pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby by the Grantor 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. In the event that any provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern and control.

Section 4. Recordation. The Grantor authorizes and requests that the United States Commissioner of Patents and Trademarks, record this Agreement.

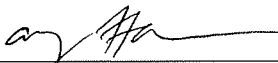
Section 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 6. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF ILLINOIS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**


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IN WITNESS WHEREOF, the Grantor and the Lender have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SIMPLE MILLS, INC.,
as Grantor

By: 
Name: Amy Hass
Title: Chief Financial Officer and Treasurer

JPMORGAN CHASE BANK, N.A.,
as Lender

By: 
Name: Adrian B. Watson
Title: Vice President

ANNEX A

TRADEMARK REGISTRATIONS/APPLICATIONS

No.	Mark	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
1.	SIMPLE MILLS 	88618006 16-SEP-2019	6055137 12-MAY-2020	SIMPLE MILLS, INC.	Registered
2.	SIMPLE MILLS <i>Simple Mills</i>	88618015 16-SEP-2019	6055138 12-MAY-2020	SIMPLE MILLS, INC.	Registered
3.	SIMPLE, REAL, WHOLESOME INGREDIENTS ARE SIMPLY, REALLY, WHOLLY DELICIOUS.	88595907 28-AUG-2019	6479607 07-SEP-2021	SIMPLE MILLS, INC.	Registered
4.	BE YOUR BRIGHTEST	88427057 13-MAY-2019	5928899 03-DEC-2019	SIMPLE MILLS, INC.	Registered
5.	SIMPLE MILLS	88427066 13-MAY-2019	5928900 03-DEC-2019	SIMPLE MILLS, INC.	Registered
6.	SIMPLE MILLS 	88427084 13-MAY-2019	5928901 03-DEC-2019	SIMPLE MILLS, INC.	Registered
7.	SIMPLE MILLS SIMPLE <i>Mills</i>	88427091 13-MAY-2019	5928902 03-DEC-2019	SIMPLE MILLS, INC.	Registered
8.	FEEL WHAT GOOD FOOD CAN DO	88388753 16-APR-2019	6185982 27-OCT-2020	SIMPLE MILLS, INC.	Registered
9.	SIMPLE MILLS SIMPLE <i>Mills</i>	88142536 04-OCT-2018	5767881 04-JUN-2019	SIMPLE MILLS, INC.	Registered
10.	BE YOUR BRIGHTEST	88041199 17-JUL-2018	5789557 25-JUN-2019	SIMPLE MILLS, INC.	Registered
11.	SIMPLE MILLS 	87907724 04-MAY-2018	5647170 08-JAN-2019	SIMPLE MILLS, INC.	Registered
12.	SIMPLE MILLS	87907732 04-MAY-2018	5647171 08-JAN-2019	SIMPLE MILLS, INC.	Registered
13.	SIMPLE MILLS SIMPLE <i>Mills</i>	86574992 24-MAR-2015	4944330 26-APR-2016	SIMPLE MILLS, INC.	Registered
14.	SIMPLE MILLS 	86575002 24-MAR-2015	4962603 24-MAY-2016	SIMPLE MILLS, INC.	Registered

No.	Mark	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
15.	SIMPLE MILLS	86146234 17-DEC-2013	4575385 29-JUL-2014	SIMPLE MILLS, INC.	Registered
16.	SWEET THINS	74421033 04-AUG-1993	1926608 10-OCT-1995	SIMPLE MILLS, INC.	Registered