

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM761634

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RED'S ALL NATURAL, LLC		09/29/2022	Limited Liability Company: NEW HAMPSHIRE
RECEIVING PARTY DATA			
Name:	Pinnacle Bank		
Street Address:	150 THIRD AVENUE SOUTH		
Internal Address:	Suite 900		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37201		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5072228	RED'S NATURAL FOODS	
Registration Number:	5011930	RED'S NATURAL FOODS	
Registration Number:	6623735	MEAT'WICH	
Registration Number:	5071957	RED'S NATURAL FOODS	
Registration Number:	5334584	RED'S	
Registration Number:	5203463	RED'S	
Serial Number:	97102426		
Serial Number:	90635831	RED'S	
CORRESPONDENCE DATA			
Fax Number:	6152446804		
<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:	615-850-8742		
Email:	trademarkdocket@wallerlaw.com		
Correspondent Name:	Julian L. Bibb IV		
Address Line 1:	c/o Waller Lansden Dortch & Davis, LLP		
Address Line 2:	511 Union Street, Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		

OP \$215.00 5072228

ATTORNEY DOCKET NUMBER:	023230.25885
NAME OF SUBMITTER:	Julian L. Bibb IV
SIGNATURE:	/JULIAN L. BIBB IV/
DATE SIGNED:	10/17/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of September 29, 2022 (as supplemented, modified, amended, amended and restated or replaced in writing from time to time, this “Agreement”), between RED’S ALL NATURAL, LLC, a New Hampshire limited liability company (the “Grantor”) and PINNACLE BANK (together with successors and assigns in such capacity, the “Lender”).

WITNESSETH:

WHEREAS, the Grantor is party to that certain Security Agreement dated as of the date hereof (as supplemented, modified, amended, amended and restated or replaced in writing from time to time, the “Security Agreement”) between the Grantor and the Lender pursuant to which the Grantor is required to execute and deliver this Agreement; and

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan Documents (as defined in the Security Agreement), the Grantor hereby agrees with the Lender as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to Lender, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, a security interest in all of the Grantor’s right, title and interest in the Trademark Collateral, including, without limitation, the Trademarks set forth on Schedule I attached hereto, and all Proceeds and products thereof.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms 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 (including with respect to the termination of the security interest granted pursuant to this Agreement). In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Applicable Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TENNESSEE WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PRINCIPLES WHICH WOULD RESULT IN THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE PROVISIONS OF SECTION 6 OF THE SECURITY AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE AND SUCH INCORPORATION SHALL SURVIVE ANY TERMINATION OF THE SECURITY AGREEMENT.

SECTION 5. Counterparts. This Agreement may be executed originally or by facsimile or other means of electronic transmission and in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

RED'S ALL NATURAL, LLC,
a New Hampshire limited liability company

By: 

Name: Michael Adair


Title: Chief Executive Officer

4835-2233-7323




[Trademark Security Agreement]

Accepted and Agreed:

PINNACLE BANK,
as the Lender

By:  _____
Name: John Markham
Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Borrower	Trade Mark	Registration/ Application Numbers	Registration Date/ Application Date	Country	Notes
Red's All Natural, LLC	Red's Natural Foods	Reg. No. TMA980,872 File No. 1794891	Registered 9-19-2017	Canada	
Red's All Natural, LLC	Red's All Natural	Reg. No. TMA918,931 File No. 1596714	Registered 10-30-2015	Canada	
Red's All Natural, LLC		Reg. No. 5072228	Registered 11-1-2016	United States	
Red's All Natural, LLC		Reg. No. 5011930	Registered 8-2-2016	United States	
Red's All Natural	MEAT'WICH	Reg. No. 6623735	Registered 1-18-2022	United States	In process of owner being amended to Red's All Natural, LLC
Red's All Natural, LLC	Red's Natural Foods	Reg. No. 5071957	Registered 11-1-2016	United States	
Red's All Natural, LLC		Reg. No. 5334584	Registered 11-14-2017	United States	
Red's All Natural, LLC	RED'S	Reg. No. 5203463	Registered 5-16-2017	United States	

Borrower	Trade Mark	Registration/ Application Numbers	Registration Date/ Application Date	Country	Notes
Red's All Natural		App. No. 97102426	Filed 11-1-2021	United States	In process of owner being amended to Red's All Natural, LLC
Red's All Natural		App. No. 90635831	Filed 4-9-2021	United States	In process of owner being amended to Red's All Natural, LLC