

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM765600

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AMY'S KITCHEN, INC.		09/13/2022	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A.		
<b>Street Address:</b>	P.O. Box 6179		
<b>City:</b>	Fresno		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93703		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6535454		
<b>Registration Number:</b>	6458485	AMY'S	
<b>Registration Number:</b>	6451196	AMY'S KITCHEN	
<b>Registration Number:</b>	6451195	AMY'S	
<b>Registration Number:</b>	5698518	THE CANDY BARS YOU LOVED AS A KID JUST G	
<b>Registration Number:</b>	5368786	AMY'S DRIVE THRU	
<b>Registration Number:</b>	5350478		
<b>Registration Number:</b>	5176820	AMY'S DRIVE THRU	
<b>Registration Number:</b>	4951498	AMY'S KITCHEN	
<b>Registration Number:</b>	4942879	COOL SCOOPS	
<b>Registration Number:</b>	4923010	AMY'S	
<b>Registration Number:</b>	4914966	COOL SCOOPS	
<b>Registration Number:</b>	4743975	WE LOVE TO COOK FOR YOU	
<b>Registration Number:</b>	4320224	WE LOVE TO COOK FOR YOU	
<b>Registration Number:</b>	2954885	AMY'S KITCHEN	
<b>Registration Number:</b>	2946026	AMY'S	
<b>Registration Number:</b>	2578487		
<b>Registration Number:</b>	2465620	AMY'S KITCHEN	
<b>Registration Number:</b>	2459724	AMY'S	

OP \$590.00 6535454

Property Type	Number	Word Mark
Registration Number:	2384679	WHOLE MEALS
Registration Number:	1893229	AMY'S
Registration Number:	1885121	AMY'S
Registration Number:	1885120	AMY'S KITCHEN

**CORRESPONDENCE DATA**

**Fax Number:** 7043311159

*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:** 7043311000

**Email:** PTO\_TMconfirmation@mvalaw.com,  
maryelizabethzaldivar@mvalaw.com

**Correspondent Name:** Moore & Van Allen PLLC

**Address Line 1:** 100 North Tryon Street

**Address Line 2:** Suite 4700, ATTN: IP DEPARTMENT

**Address Line 4:** Charlotte, NORTH CAROLINA 28202

**ATTORNEY DOCKET NUMBER:** 031752.000378

**NAME OF SUBMITTER:** John Slaughter

**SIGNATURE:** /john slaughter/

**DATE SIGNED:** 11/03/2022

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 13, 2022, is made by Amy's Kitchen, Inc., a California corporation (the "Pledgor"), in favor of Bank of America, N.A., (the "Bank").

### WITNESSETH:

WHEREAS, reference is herein made to that certain Third Amended and Restated Loan Agreement, dated as of May 16, 2018 (as amended by (i) that certain Amendment No. 1 to Third Amended and Restated Loan Agreement and Waiver, dated as of May 6, 2020, (ii) that certain Amendment No. 2 to Third Amended and Restated Loan Agreement, dated as of February 12, 2021, (iii) that certain Amendment No. 3 to Third Amended and Restated Loan Agreement, dated as of April 30, 2021, (iv) that certain Amendment No. 4 to Third Amended and Restated Loan Agreement, Waiver and Consent, dated as of January 12, 2022, and (v) Amendment No. 5 to Third Amended and Restated Loan Agreement and Waiver, dated as of June 30, 2022, and as may be further amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the "Loan Agreement"), by and between the Pledgor and the Bank;

WHEREAS, the Pledgor is party to that certain Amended and Restated Security Agreement (Multiple Use), dated as of November 26, 2014 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Bank pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

WHEREAS, the parties to the Loan Agreement are entering into that certain Amendment No. 6 to Third Amended and Restated Loan Agreement, dated as of September 13, 2022 (the "Sixth Amendment");

NOW, THEREFORE, in consideration of the premises and to induce the Bank to enter into the Sixth Amendment, the Pledgor hereby agrees with the Bank 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. In addition, the following terms have the meanings set forth below:

(a) "Copyright Collateral" means all of the Pledgor's Copyrights and all Copyright Licenses providing for the grant by or to the Pledgor of any right under any Copyright, including, without limitation, those referred to on Schedule 1 hereto.

(b) "Intellectual Property Collateral" means, collectively, Copyright Collateral, Patent Collateral and Trademark Collateral.

(c) "Patent Collateral" means all of the Pledgor's Patents and all Patent Licenses providing for the grant by or to the Pledgor of any right under any Patent.

(d) "Trademark Collateral" means all of the Pledgor's Trademarks and all Trademark Licenses providing for the grant by or to the Pledgor of any right under any Trademark, including, without limitation, those referred to on Schedule 2 hereto.

(e) "USCO" means the United States Copyright Office.

(f) "USPTO" means the United States Patent and Trademark Office.

SECTION 2. Grant of Security Interest in Intellectual Property Collateral. The Borrower hereby assigns and grants a security interest in the Intellectual Property Collateral to the Bank to secure the payment and performance of all obligations and indebtedness of the Borrower to the Bank in accordance with Section 2 of the Security Agreement.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Bank pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Intellectual Property Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Pledgor hereby authorizes and requests that the USPTO and the USCO record this Intellectual Property Security Agreement.

SECTION 5. Termination. Upon the termination of the Security Agreement in accordance with the terms thereof, the Bank shall, at the expense of the Pledgor, execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the security interest in the Intellectual Property Collateral under this Intellectual Property Security Agreement.

SECTION 6. Pledgor Remains Liable. Pledgor hereby agrees that, anything herein to the contrary notwithstanding, at the Pledgor's expense, Pledgor shall assume full and complete responsibility for the maintenance, prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Intellectual Property Collateral subject to a security interest hereunder.

SECTION 7. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Intellectual Property Security Agreement by signing and delivering one or more counterparts.

SECTION 8. Governing Law. This Intellectual Property 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 California.

[Signature pages follow.]

AMY'S KITCHEN, INC.,

By: 

Name: Andrew Berliner

Title: Chief Executive Officer


AMY'S KITCHEN, INC.,

By: 

Name: Peter Wong

Title: Executive Vice President of Finance

BANK OF AMERICA, N.A.

By: 

Name: Lawrence N. Gross

Title: Senior Vice President

Schedule 1

Amy's Kitchen, Inc.  
(California Corporation)

U.S. Copyrights

Copyright Registrations

Title	Reg. No.	Reg. Date
Amy's broccoli & cheese in a pocket sandwich.	VA0000999648	05/22/2000
Cool Scoops Logo.	VA0001983629	08/13/2015

Schedule 2

Amy's Kitchen, Inc.  
(California Corporation)

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
Design Only	6535454	10/26/2021
AMY'S (Stylized)	6458485	08/24/2021
AMY'S KITCHEN	6451196	08/17/2021
AMY'S	6451195	08/17/2021
THE CANDY BARS YOU LOVED AS A KID JUST GOT BETTER	5698518	03/12/2019
AMY'S DRIVE THRU (Stylized)	5368786	01/02/2018
Design Only	5350478	12/05/2017
AMY'S DRIVE THRU	5176820	04/04/2017
AMY'S KITCHEN	4951498	05/03/2016
COOL SCOOPS and Design	4942879	04/19/2016
AMY'S	4923010	03/22/2016
COOL SCOOPS	4914966	03/08/2016
WE LOVE TO COOK FOR YOU	4743975	05/26/2015
WE LOVE TO COOK FOR YOU	4320224	04/16/2013
AMY'S KITCHEN	2954885	05/24/2005
AMY'S	2946026	05/03/2005
Design Only	2578487	06/11/2002
AMY'S KITCHEN	2465620	07/03/2001
AMY'S	2459724	06/12/2001
WHOLE MEALS	2384679	09/12/2000
AMY'S (Stylized)	1893229	05/09/1995
AMY'S	1885121	03/21/1995
AMY'S KITCHEN	1885120	03/21/1995