

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM774240

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Snacks Generation Inc.		12/13/2022	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	383 Madison Avenue		
Internal Address:	Floor 22		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	6688273	NUTRAIL	
Registration Number:	6688272	NUTRAIL	
Registration Number:	5915001	SNACKSCRIBE	
Serial Number:	97333414	HIGH QUALITY. LOW CARB.	
Serial Number:	90294040	NUTRAIL	
Serial Number:	90268927	NUTRAIL LOW CARB	
Serial Number:	88417354	LOW KARB	
Serial Number:	90294045	NUTRAIL LOW CARB	
Serial Number:	90294047	TC - DF - SA = NC*	
Serial Number:	90268921	NUTRAIL	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	8007130755		
Email:	erin.roberson@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		

OP \$265.00 6688273

Address Line 4:	Columbus, OHIO 43219
NAME OF SUBMITTER:	Brendan E. Ahern
SIGNATURE:	/Brendan E. Ahern/
DATE SIGNED:	12/14/2022
Total Attachments: 8 source=IP trademark#page1.tif source=IP trademark#page2.tif source=IP trademark#page3.tif source=IP trademark#page4.tif source=IP trademark#page5.tif source=IP trademark#page6.tif source=IP trademark#page7.tif source=IP trademark#page8.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of December 13, 2022, is made by the Grantor listed on the signature page hereof ("Grantor"), in favor of **JPMORGAN CHASE BANK, N.A.** (the "Lender").

Grantor and the Lender are entering into that certain Credit Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the "Credit Agreement"), among Grantor (and together with any entity that may hereafter become party thereto as a borrower, individually, a "Borrower" and collectively, "Borrowers"), the other Loan Parties party thereto, and the Lender. In order to induce the Lender to enter into and extend credit to Borrowers under the Credit Agreement, Borrowers and certain of their affiliates are entering into that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the "Security Agreement"). Pursuant to the Security Agreement, Grantor is required to execute and deliver to the Lender this Trademark Security Agreement.

In consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement or, if not otherwise defined in the Security Agreement, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Lender, for the benefit of the Secured Parties, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks, including those referred to on Schedule 1 hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided, that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law; provided further, that Trademark Collateral shall include any proceeds of any such "intent to use" trademark applications.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. 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. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Trademark Security Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Lender and Grantor.

5. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the internal laws of the State of New York.


6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page.

[Signature Pages Follow]

The undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

SNACKS GENERATION INC.

By: 

Name: Roni Avshalumov

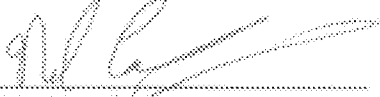
Title: Secretary

[Signature Page to Trademark Security Agreement (JPM-Snacks)]

TRADEMARK
REEL: 007931 FRAME: 0024

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Neal Landeter
Title: Authorized Signatory

SCHEDULE 1

to

TRADEMARK SECURITY AGREEMENT

U.S. Registered Trademarks

<u>Owner</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Snacks Generation Inc.	NuTrail	March 29, 2022	6688273
Snacks Generation Inc.	NUTRAIL	March 29, 2022	6688272
Snacks Generation Inc.	SnackScribe	November 19, 2019	5915001

U.S. Trademark Applications

<u>Owner</u>	<u>Trademark Application</u>	<u>Application Filing Date</u>	<u>Application Serial Number</u>
Snacks Generation Inc.	High Quality Low Carb	March 31, 2022	97333414
Snacks Generation Inc.	NuTrail	September 7, 2022	90294040
Snacks Generation Inc.	NuTrail Low Carb	September 7, 2022	90268927
Snacks Generation Inc.	Low Karb	August 10, 2022	88417354
Snacks Generation Inc.	NuTrail 	September 7, 2022	90294045
Snacks Generation Inc.	<u>TC - DF - SA = NC*</u>	November 19, 2019	90294047
Snacks Generation Inc.	NUTRAIL	October 21, 2020	90268921