

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM781602

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wyandot USA, LLC		01/17/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	110 N. Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	2690308	BIG DIPPERS	
Registration Number:	6341304	LET'S CREATE BETTER SNACKS TOGETHER	
Registration Number:	1338208	MEXICALI	
Registration Number:	2205431	MUNCH MATES	
Registration Number:	2256856	MUNCH RIGHTS	
Registration Number:	5371737	MUNCH RIGHTS INCREDI-PUFFS	
Registration Number:	3061374	SALAD RINGS	
Registration Number:	5710496	SAUCILIAN PIZZA	
Registration Number:	6599276	SNACKFETTI	
Registration Number:	5536292	THE BETTER WAY TO SNACK	
Registration Number:	5978616	THE INGREDIENTS YOU WANT. THE FLAVORS YO	
Registration Number:	5956361	THE SNACK BRIGADE	
Registration Number:	5956362	UNITED WE SNACK	
Registration Number:	2884469	WYANDOT FOODSERVICE	
Registration Number:	2884470	WYANDOT FOODSERVICE	
Registration Number:	6346020	WYANDOT SNACKS	
Registration Number:	6577772	WYANDOT SNACKS	
Registration Number:	6598922	WYANDOTSNACKS	
Registration Number:	6346026	WYANDOTSNACKS	
		TRADEMARK	

CH \$540.00 2690308

Property Type	Number	Word Mark
Registration Number:	1726019	
Registration Number:	6907719	WYANDOT SNACKS

CORRESPONDENCE DATA

Fax Number:

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: 415-591-1000
Email: TrademarksSF@winston.com
Correspondent Name: Becky Troutman
Address Line 1: 101 California Street
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Becky Troutman (ker)
SIGNATURE:	/Becky Troutman/
DATE SIGNED:	01/19/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of January 17, 2023, is made by WYANDOT USA, LLC, a Delaware limited liability company (the “Grantor”), in favor of BANK OF AMERICA, N.A., for the benefit of the Secured Parties (as such term is defined in the Loan Agreement referred to below) (in such capacity, together with its successors and assigns in such capacity, “Lender”).

Reference is hereby made to that certain Loan and Security Agreement dated as of January 17, 2023 (as amended, amended and restated, restated, supplemented, modified or otherwise in effect from time to time, the “Loan Agreement”), by and among Grantor, Wyandot Buyer, LLC, a Delaware limited liability company, as Obligor, the other parties party thereto from time to time as Obligors, and Lender. The Grantor has pledged and granted to Lender a continuing security interest in all intellectual property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of Lender, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Loan Agreement.

2. Grant of Security Interest.

(a) This Agreement is made to secure the performance and payment of all of the Obligations. Upon the Full Payment of the Obligations, Lender shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this confirmatory grant.

(b) The Grantor hereby pledges and grants to Lender, for the benefit of the Secured Parties, a continuing security interest in and Lien upon all of the below listed Property of such Grantor, whether now owned or hereafter acquired, and wherever located: (i) its United States trademarks (including service marks), trade names, trade dress and the registrations and applications for registration thereof, including the foregoing listed on Schedule A, (provided that no security interest shall be granted in any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto) and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) 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; and (iv) 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 (the “Trademarks”).

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Lender in connection with the Loan Agreement and is expressly subject to the terms and conditions thereof. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The Loan Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between

the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. This Agreement and all claims shall be governed by the laws of the State of New York, without giving effect to any conflict of law principles except federal laws relating to national banks.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WYANDOT USA, LLC,
a Delaware limited liability company

By: 

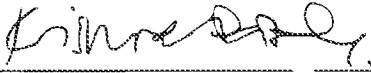
Name: Dewey Armstrong

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007948 FRAME: 0754

BANK OF AMERICA, N.A.,
as Lender

By: 
Name: Krishna Patel
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Owner	Status in Trademark Office	Federal Registration No.	Registration Date
BIG DIPPERS	Wyandot USA, LLC	Registered	2690308	02/25/2003
LET'S CREATE BETTER SNACKS TOGETHER	Wyandot USA, LLC	Registered	6341304	05/04/2021
MEXICALI	Wyandot USA, LLC	Registered	1338208	05/28/1985
MUNCH MATES	Wyandot USA, LLC	Registered	2205431	11/24/1998
MUNCH RIGHTS	Wyandot USA, LLC	Registered	2256856	06/29/1999
MUNCH RIGHTS INCREDI-PUFFS	Wyandot USA, LLC	Registered	5371737	01/02/2018
SALAD RINGS	Wyandot USA, LLC	Registered	3061374	02/21/2006
SAUCILIAN PIZZA	Wyandot USA, LLC	Registered	5710496	03/26/2019
SNACKFETTI	Wyandot USA, LLC	Registered	6599276	12/21/2021
THE BETTER WAY TO SNACK	Wyandot USA, LLC	Registered	5536292	08/07/2018
THE INGREDIENTS YOU WANT. THE FLAVORS YOU CRAVE.	Wyandot USA, LLC	Registered	5978616	02/24/2020
THE SNACK BRIGADE	Wyandot USA, LLC	Registered	5956361	01/07/2020
UNITED WE SNACK	Wyandot USA, LLC	Registered	5956362	01/07/2020

WYANDOT FOODSERVICE & Design 	Wyandot USA, LLC	Registered	2884469	09/14/2004
WYANDOT FOODSERVICE	Wyandot USA, LLC	Registered	2884470	09/14/2004
WYANDOT SNACKS	Wyandot USA, LLC	Registered	6346020	05/11/2021
WYANDOT SNACKS	Wyandot USA, LLC	Registered	6577772	11/30/2021
WYANDOTSNACKS <i>WyandotSnacks</i>	Wyandot USA, LLC	Registered	6598922	12/21/2021
WYANDOTSNACKS <i>WyandotSnacks</i>	Wyandot USA, LLC	Registered	6346026	05/11/2021
Design only 	Wyandot USA, LLC	Registered	1726019	10/20/1992
WYANDOT SNACKS (stylized) <i>Wyandot Snacks</i>	Wyandot USA, LLC	Registered	6907719	11/22/2022