

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814401

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|---|---|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PANOS Brands, LLC | | 05/31/2023 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | The Huntington National Bank, successor to First Merit Bank, N.A., as Administrative Agent | | |
| Street Address: | 41 South High Street | | |
| Internal Address: | Attn: Kendrick Vincent | | |
| City: | Columbus | | |
| State/Country: | OHIO | | |
| Postal Code: | 43215 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5248638 | AMORE | |
| Serial Number: | 97171342 | CHEESE WITH INTEGRITY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3124996701 | | |
| <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: | 3124996700 | | |
| Email: | ahesla@duanemorris.com | | |
| Correspondent Name: | Brian P. Kerwin | | |
| Address Line 1: | 190 S LaSalle St Ste 3700 | | |
| Address Line 2: | Duane Morris LLP | | |
| Address Line 4: | Chicago, ILLINOIS 60603 | | |
| ATTORNEY DOCKET NUMBER: | G6498-00015 | | |
| NAME OF SUBMITTER: | Brian P. Kerwin | | |
| SIGNATURE: | /s/Brian P. Kerwin | | |
| DATE SIGNED: | 06/01/2023 | | |
| Total Attachments: 5 | | | |

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SECOND AMENDMENT

THIS SECOND AMENDMENT (this “**Amendment**”), dated as of May 31, 2023, is entered into by and among PANOS BRANDS, LLC, a Delaware limited liability company (the “**Assignor**”), in favor of THE HUNTINGTON NATIONAL BANK, as successor to First Merit Bank, N.A., as administrative agent (in such capacity, “**Administrative Agent**”) for itself and all of the other financial institutions from time to time party to the Credit Agreement identified below (collectively, the “**Lenders**”).

RECITALS

A. Assignor, Walden Farms, LLC, a Delaware limited liability company, Panos Intermediate Holdings, LLC, a Delaware limited liability company, the Administrative Agent and the Lenders are parties to that certain Credit and Security Agreement, dated as of January 29, 2016 (as amended, restated, supplemented, or modified from time to time, the “**Credit Agreement**”).

B. Assignor and Administrative Agent are parties to that certain Collateral Assignment of Trademarks, dated as of January 29, 2016 (as amended, restated, supplemented, or modified from time to time, the “**Trademark Security Agreement**”), wherein Assignor confirmed the pledge of and grant to the Administrative Agent for the benefit of Lenders a security interest in and to all of the right title and interest of Assignor in, to and under the Trademark Collateral, as defined in the Trademark Security Agreement.

C. Assignor and Administrative Agent desire to amend the Trademark Security Agreement as provided in and subject to the terms and conditions of this Amendment.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto (intending to be legally bound) hereby agree as follows:

1. Definitions. Terms capitalized herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement, as amended hereby.

2. Amendment to Trademark Security Agreement. Subject to the terms and conditions contained herein, Assignor and Administrative Agent hereby amend the Trademark Security Agreement as follows:

(a) Schedule 1 (Trademark Registrations and Applications) of the Trademark Security Agreement is hereby amended by adding the information included on Schedule 1 attached hereto.

3. Reference to Trademark Security Agreement; No Waiver.

(a) References. Upon the effectiveness of this Amendment, each reference in the Trademark Security Agreement to “this Agreement,” “hereunder,” “hereof,” “herein” or words of like import shall mean and be a reference to the Trademark Security Agreement, as amended hereby.

(b) Full Force and Effect. Except as expressly provided herein, the Trademark Security Agreement shall remain in full force and effect and is hereby ratified and confirmed.

4. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, Assignor may not assign any of its rights or obligations under this Amendment without the prior written consent of Administrative Agent.

5. Severability. Wherever possible, each provision of this Amendment shall be interpreted in such a manner so as to be effective and valid under applicable law, but if any provision of this Amendment is held to be prohibited by or invalid under applicable law, such provision or provisions shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Amendment.

6. Governing Law. This Amendment shall be deemed to be a contract made under the laws of the State of Illinois, and the rights and obligations of the parties hereunder shall be construed in accordance with and be enforced and governed by the internal laws of the State of Illinois, without regard to choice of law or conflicts of law principles.

7. Counterparts; Facsimile. This Amendment may be executed in one or more counterparts, each of which taken together shall constitute one and the same instrument, admissible into evidence. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have duly executed this Second Amendment as of the day and year first above written.

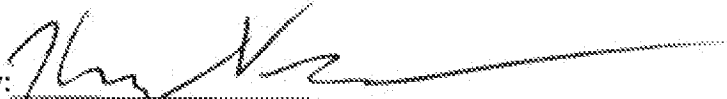
PANOS BRANDS, LLC

By: 
Name: Darcy Zbinovec
Title: President and Chief Executive Officer

Second Amendment to Trademark Security Agreement

Agreed and Accepted:

THE HUNTINGTON NATIONAL BANK

By: 
Name: Kendrick Vincent
Title: Vice President

SCHEDULE 1

Trademark Registrations and Applications

| Mark | Appln. No. | Regn. No. | Filing Date | Regn. Date | Status | Owner |
|-----------------------|------------|-----------|-------------|------------|------------|--|
| AMORE | 86982500 | 5248638 | 04/27/15 | 07/25/17 | Registered | PANOS Brands, LLC 395 West Passaic Street, Suite 240 Rochelle Park, NEW JERSEY UNITED STATES 07662 |
| Cheese with Integrity | 97171342 | | 12/14/21 | | Pending | Panos Brands LLC 395 West Passaic Street Rochelle Park, NEW JERSEY UNITED STATES 07662 |