

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM847516

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HENSALL DISTRICT CO-OPERATIVE, INCORPORATED		06/30/2023	Corporation:
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., Toronto Branch		
Street Address:	66 WELLINGTON ST W		
Internal Address:	SUITE 4500, TD BANK TOWER		
City:	TORONTO		
State/Country:	ONTARIO		
Postal Code:	M5K 1E7		
Entity Type:	National Banking Association: CANADA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	97636474	WHISTLING CARE CUISINE	
Serial Number:	97636388	STEAMED IN GOODNESS	
Serial Number:	90709435	WAIT FOR THE WHISTLE	
Serial Number:	90709419	THE SCREAMING CHEF	
Serial Number:	90709401	SCREAMS WHEN IT'S READY	
Serial Number:	90771298	WHISTLING KITCHENS	
Serial Number:	90771296	THE SCREAMING CHEF	
Serial Number:	90771292	THE SCREAMING CHEF SCREAMS WHEN IT'S REA	
Serial Number:	90709476	WHISTLING KITCHENS	
Serial Number:	90709462	WHISTLES WHEN IT'S READY	
Serial Number:	90709448	WHISTLING FARMS	
CORRESPONDENCE DATA			
Fax Number:	4162164006		
<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:	4162163950		
Email:	john.varriano@nortonrosefulbright.com		

OP \$290.00 97636474

Correspondent Name: NORTON ROSE FULBRIGHT CANADA LLP
Address Line 1: 222 BAY STREET
Address Line 2: SUITE 3000
Address Line 4: TORONTO, ONTARIO M5K 1E7

ATTORNEY DOCKET NUMBER: SAP Matter 1000303822

NAME OF SUBMITTER: John Varriano

SIGNATURE: /John Varriano/

DATE SIGNED: 10/20/2023

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as it may be amended, restated, supplemented or otherwise modified from time to time, this **Agreement**) is entered into as of June 30, 2023 among HENSALL DISTRICT CO-OPERATIVE, INCORPORATED (the **Grantor**) and JPMorgan Chase Bank, N.A., Toronto Branch, as agent (the **Agent**).

WITNESSETH:

WHEREAS, the Grantor has entered into a Pledge and Security Agreement with the Agent dated as of September 30, 2015 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the **Security Agreement**), and pursuant to the Security Agreement, the Grantor granted to the Agent a security interest in all of the Grantor's personal property, including, without limitation, the Collateral referred to in Section 1 below; and

WHEREAS, the Grantor has agreed to execute this Agreement in respect of its Collateral for recording with the Canadian Intellectual Property Office, United States Intellectual Property Office and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Grantor and the Agent agree as follows:

1. Grant of Security. The Grantor hereby grants to the Agent a security interest in and to all of the Grantor's right, title and interest in and to all Patents, Trademarks and Copyrights, as defined below (collectively, the **Collateral**):

(a) all present and future right, title, and interest in and to: (a) any and all patents, patent applications and industrial designs; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world, including, but not limited to, the patents, patent applications and industrial designs set forth in Schedule A hereto, as Schedule A may be supplemented from time to time by supplements to this Agreement which may be executed and delivered by the Grantor to the Agent from time to time (the **Patents**);

(b) all present and future right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) 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; (e) 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; and (f) all rights corresponding to any of the foregoing throughout the world, including, but not limited to, the trademark and service mark registrations, applications, and licenses set forth in Schedule A hereto, as Schedule A may be supplemented from time to time by supplements to this Agreement which may be executed and delivered by the Grantor to the Agent from time to time (the **Trademarks**); and

(c) right, title, and interest in and to the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or

future infringements for any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world, including, without limitation, the registrations and applications and copyright licenses set forth in Schedule A hereto, as Schedule A may be supplemented from time to time by supplements to this Agreement which may be executed and delivered by the Grantor to the Agent from time to time (the **Copyrights**).

2. Security for Obligations. This Agreement secures, and the Collateral is collateral security for the prompt and complete payment and performance of all Secured Obligations under the Credit Agreement (as such terms are defined in the Security Agreement).

3. Recordation. The Grantor authorizes that this Agreement be recorded at the Canadian Intellectual Property Office, the United States Intellectual Property Office, and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction.

4. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor hereby acknowledges and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of laws principles.

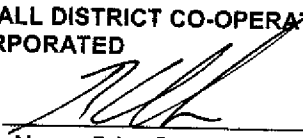
6. Counterparts and Electronic Delivery. This Agreement may be executed in any number of separate counterparts, each of which when so executed shall be deemed to be an original, and all such signed counterparts constitute one and the same agreement. Delivery by facsimile or other electronic means (including pdf. attached to an email) of an executed signature page to this Agreement by a party is as effective as personal delivery of such signature page.

[Signatures follow]

IN WITNESS WHEREOF the Grantor and the Agent have executed and delivered this Agreement as of the date first above written.

**HENSALL DISTRICT CO-OPERATIVE,
INCORPORATED**

Per: _____


Name: Brian Bradley Chandler

Title: Chief Executive Officer

Acknowledged and agreed:

**JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, as
Agent**

Per: A. Marchetti

Name: Auggie Marchetti

Title: Authorized Officer

SCHEDULE A

A. Trademarks

Canada

<u>Current Owner</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>
Hensall District Co-Operative, Incorporated	Hensall Foods & Design	2162765	TMA1160599
Hensall District Co-Operative, Incorporated	THE STEAM MAKES IT SCREAM	2162766	
Hensall District Co-Operative, Incorporated	Hensall Foods & Leaf Design	2162767	TMA1160600
Hensall District Co-Operative, Incorporated	Whistling Care Cuisine & Design	2216344	
Hensall District Co-Operative, Incorporated	STEAMED IN GOODNESS	2216345	

U.S.

<u>Current Owner</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>
Hensall District Co-Operative, Incorporated	WHISTLING CARE CUISINE (+ design)	97636474	N/A
Hensall District Co-Operative, Incorporated	STEAMED IN GOODNESS	97636388	N/A
Hensall District Co-Operative, Incorporated	WAIT FOR THE WHISTLE	90709435	N/A
Hensall District Co-Operative, Incorporated	THE SCREAMING CHEF	90709419	N/A
Hensall District Co-Operative, Incorporated	SCREAMS WHEN IT'S READY	90709401	N/A
Hensall District Co-Operative, Incorporated	WHISTLING KITCHENS (+ design)	90771298	N/A
Hensall District Co-Operative, Incorporated	THE SCREAMING CHEF (+ design)	90771296	N/A
Hensall District Co-Operative, Incorporated	THE SCREAMING CHEF SCREAMS WHEN IT'S READY! IL CRI QUAND C'EST PRÊT! (+ design)	90771292	N/A

<u>Current Owner</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>
Hensall District Co-Operative, Incorporated	WHISTLING KITCHENS	90709476	N/A
Hensall District Co-Operative, Incorporated	WHISTLES WHEN IT'S READY	90709462	N/A
Hensall District Co-Operative, Incorporated	WHISTLING FARMS	90709448	N/A

B. Patents

Canada

Nil.

U.S.

Nil.

C. Copyrights

Canada

Nil.

U.S.

Nil.

D. Industrial Designs

Canada

Nil.

U.S.

Nil.