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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM387631

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Idaho-Pacific Corporation		06/13/2016	Corporation: IDAHO

RECEIVING PARTY DATA

Name:	Maranon Capital, L.P., as Administrative Agent		
Street Address:	303 W. Madison Street, Suite 2500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	1785713	SUPER RICH CHEF MASTERS	

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	06/13/2016

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 13, 2016, is made by Idaho-Pacific Corporation, an Idaho corporation ("Grantor"), in favor of Maranon Capital, L.P. ("Maranon"), as U.S. Administrative Agent for the U.S. Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 13, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"; capitalized terms used herein without definition are used as defined the Credit Agreement), among the Borrowers, Holdings, the other Loan Parties, the Lenders and Maranon, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein:

WHEREAS, Grantor has agreed, pursuant to the Credit Agreement to guarantee the Obligations of each Borrower; and

WHEREAS, Grantor is party to a Security Agreement of even date herewith in favor of the Administrative Agent (the "Security Agreement"), pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, and the U.S. Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the U.S. Administrative Agent as follows:

- Section 1. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Security Agreement.
- Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the U.S. Administrative Agent for the benefit of the Secured Parties, and grants to the U.S. Administrative Agent for the benefit of the Secured Parties a Lien on, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):
- (a) all of its Trademarks, including, without limitation, those set forth on <u>Schedule 1</u> hereto;
 - (a) all renewals and extensions of the foregoing;
- (b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

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- (c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- Security Agreement. The Lien granted pursuant to this Trademark Security Agreement is granted in conjunction with the Lien granted to the U.S. Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the U.S. Administrative Agent with respect to the Lien 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.
- Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.
- <u>Section 5.</u> <u>Counterparts.</u> This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- Section 6. Governing Law. This Trademark 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 Illinois.
- avoidance of doubt and For the Savings Clause. Section 7. notwithstanding anything to the contrary contained in this Agreement or any other Loan Document (including all Collateral Documents), (i) no Collateral of any Canada Loan Party (other than a U.S. Loan Party) shall secure, directly or indirectly, the U.S. Obligations, (ii) no proceeds of Collateral pursuant to the Loan Documents or other amounts received by any Administrative Agent or Lender from the Canada Loan Parties (other than the U.S. Loan Parties) shall be applied, directly or indirectly, as payment in respect of the U.S. Obligations and (iii) no Canada Loan Party (other than a U.S. Loan Party) shall provide any credit support or guaranty of the U.S. Obligations.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

IDAHO-PACIFIC CORPORATION, as Grantor

Name: Baden Burt

Title: Vice President of Finance

ACCEPTED AND AGREED as of the date first above written:

MARANON CAPITAL, L.P., as U.S. Afternisinative Agent

Trademark Security Agreement

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SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Owner
SUPER RICH	U.S.	74338721	1785713	Idaho Pacific
CHEF MASTERS		12/10/1992	8/3/1993	Corporation

2. TRADEMARK APPLICATIONS

None.

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RECORDED: 06/13/2016