

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM400559

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kronos Foods Corp.		09/30/2016	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	BMO Harris Bank, N.A., as Administrative Agent		
Street Address:	111 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	4526875	KRONOS MEDITERRANEAN DEFINED	
Registration Number:	4526876	MEDITERRANEAN MINUTE	
Registration Number:	4301046	KRONOS	
Registration Number:	3837097	KRONOS	
Registration Number:	3626167	KRONOS GYROS & CAFÉ	
Registration Number:	3626169		
Registration Number:	2865039	FILLO CLASSICS	
Registration Number:	2832073	FILLO CLASSICS	
Registration Number:	2708861	CENTRAL GYROS	
Registration Number:	2704133	TITAN GYROS	
Registration Number:	2738331	KRONOS GYROS	
Registration Number:	2071613	PITA STUFFS	
Registration Number:	2066899	CENTRAL GYROS	
Registration Number:	2066896	KRONOS-GYROS	
Registration Number:	2075412	WINDY CITY	
Registration Number:	1519986		
Registration Number:	1074685	GYROKONE	
Registration Number:	1080906	KRONOMATIC	
Registration Number:	3248047	SINBAD	

CH \$540.00 4526875

Property Type	Number	Word Mark
Registration Number:	3028567	SINBAD SWEETS
Registration Number:	2847507	THE RAIN CREEK BAKING COMPANY

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: 312-577-8438

Email: raquel.haleem@kattenlaw.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	10/03/2016

Total Attachments: 5

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GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of September 30, 2016, by Kronos Foods Corp. ("Grantor"), in favor of BMO HARRIS BANK, N.A., in its capacity as Administrative Agent for itself and the other Loan Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated September 30, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), by and among the Grantor, the other Grantors (as therein defined) party thereto, and Grantee, in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Loan Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Loan Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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






KRONOS FOODS CORP.

By: 

Name: H. Brons

Title: CFO

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Title	Reg. Date	Reg. Number	Country
KRONOS MEDITERRANEAN DEFINED 	05/06/2014	4526875	USPTO
MEDITERRANEAN MINUTE	05/06/2014	4526876	USPTO
KRONOS 	03/12/2013	4301046	USPTO
KRONOS KRONOS	08/24/2010	3837097	USPTO
KRONOS GYROS & CAFÉ	05/26/2009	3626167	USPTO
<i>Design Only</i> 	05/26/2009	3626169	USPTO
FILLO CLASSICS 	07/20/2004	2865039	USPTO
FILLO CLASSICS	04/13/2004	2832073	USPTO
CENTRAL GYROS 	04/22/2003	2708861	USPTO
TITAN GYROS 	04/08/2003	2704133	USPTO

KRONOS GYROS 	07/15/2003	2738331	USPTO
PITA STUFFS	06/17/1997	2071613	USPTO
CENTRAL GYROS	06/03/1997	2066899	USPTO
KRONOS-GYROS	06/03/1997	2066896	USPTO
WINDY CITY	07/01/1997	2075412	USPTO
<i>Design Only</i> 	01/10/1989	1519986	USPTO
GYROKONE	10/04/1977	1074685	USPTO
KRONOMATIC	01/03/1978	1080906	USPTO
SINBAD	05/29/2007	3248047	USPTO
SINBAD SWEETS 	12/13/2005	3028567	USPTO
THE RAIN CREEK BAKING COMPANY	06/01/2004	2847507	USPTO