

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431257

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Riverbend Foods LLC		05/22/2017	Limited Liability Company: DELAWARE
Riverbend Foods Holdings LLC		05/22/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	2100 Ross Avenue, Suite 1850		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4492623	CHEF'S ESSENCE	
Registration Number:	4173078	H HILLCREEK	
Registration Number:	3400163	LOTSA' NOODLES	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,hunter.hullett@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	06/14/2017		
Total Attachments: 4			
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GRANT OF A SECURITY INTEREST – TRADEMARKS

This Trademark Security Agreement (this “Trademark Security Agreement”) is made as of May 22, 2017, by RIVERBEND FOODS LLC, a Delaware limited liability company (“Riverbend”) and RIVERBEND FOODS HOLDINGS LLC, a Delaware limited liability company (“Holdings” and together with Riverbend, individually, each a “Grantor” and collectively, jointly and severally, the “Grantors”), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for itself and the other Credit 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 the Revolving Credit and Security Agreement, dated May 22, 2017 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Credit Agreement”), with Grantee; and

WHEREAS, pursuant to the Credit Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties (as defined in the Credit 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, the rights to use any of the foregoing under Applicable Law 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 Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the 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 Credit Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit 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 Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

THIS TRADEMARK SECURITY AGREEMENT SHALL, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE

LAWS OF THE STATE OF NEW YORK APPLIED TO CONTRACTS TO BE PERFORMED
WHOLLY WITHIN THE STATE OF NEW YORK.

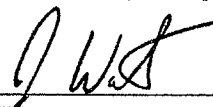
This Trademark Security Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

[Remainder of page intentionally left blank]

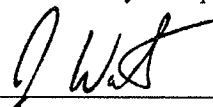
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

GRANTOR:

RIVERBEND FOODS LLC,
a Delaware limited liability company

By: 
Name: **Jack Waterstreet**
Title: **Executive Director**

RIVERBEND FOODS HOLDINGS LLC,
a Delaware limited liability company

By: 
Name: **Jack Waterstreet**
Title: **Executive Director**

[Signature Page to Trademark Security Agreement]

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TRADEMARK
REEL: 006084 FRAME: 0210

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

<u>Grantor</u>	<u>Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>
Riverbend Foods LLC	CHEF'S ESSENCE	85980780	4492623
Riverbend Foods LLC	H HILLCREEK and design	85976919	4173078
Riverbend Foods LLC	LOTSA' NOODLES	78964629	3400163

[Schedule A to Trademark Security Agreement]

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RECORDED: 06/14/2017

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