

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436313

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Taste, Inc.		07/20/2017	Corporation:
RECEIVING PARTY DATA			
Name:	Brightwood Loan Services, LLC		
Street Address:	810 Seventh Avenue		
Internal Address:	26th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5229751	HOJEIJ BRANDED FOODS	
Registration Number:	5150084	HBF	
Registration Number:	4207738	FRANKLY SPEAKING	
Registration Number:	3235048	ABICA COFFEE	
Registration Number:	3235049	ABICA COFFEE	
Registration Number:	3257025	FUEL YOUR PASSION	
Registration Number:	3986664	NATURE'S KITCHEN FRESH CAFE	
Registration Number:	5027488	ENHANCING THE PASSENGER'S DINING EXPERIE	
Registration Number:	3231304		
Registration Number:	3341176	VINO VOLO	
Registration Number:	4576173	TRAVOLO	
Registration Number:	4659985	VINO VOLO ALE HOUSE	
Serial Number:	86500482	CEDAR'S KITCHEN	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<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>			
Email:	trademark@debevoise.com		

CH \$340.00 5229751

Correspondent Name: Taste, Inc.
Address Line 1: 360 22nd Street
Address Line 2: Suite 640
Address Line 4: Oakland, CALIFORNIA 94612

NAME OF SUBMITTER: Erik J. Andren, Esq.

SIGNATURE: /Erik J. Andren/

DATE SIGNED: 07/24/2017

Total Attachments: 5

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source=Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 20, 2017, made by Taste, Inc., a California corporation (the “Grantor”), in favor of Brightwood Loan Services LLC, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Amended and Restated Credit Agreement, dated as of July 20, 2017 (as amended, restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among HOJEIJ BRANDED FOODS, LLC, each Lender (as defined in the Credit Agreement) from time to time party thereto, Brightwood Loan Services LLC, as Administrative Agent and the other agents and parties party thereto.

WHEREAS, the Grantor is party to a Security Agreement, dated as of July 28, 2015 (as amended, restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

Section 2. Confirmation of Grant of Security Interest in Trademarks. The Grantor hereby confirms that pursuant to the Security Agreement it granted as security for the payment or performance, as the case may be, in full of the Secured Obligations, to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in, all of the Grantor’s right, title or interest in or to any and all of the Owned Trademarks, including those listed on Schedule I hereto, and all proceeds of the Owned Trademarks, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest.

Section 3. Purpose. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Trademark Security Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and the Collateral Agent and their respective permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by telecopier, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or delivery

the same shall not limit the effectiveness of any document or signature delivered by telecopier, .pdf or other electronic imaging means.

Section 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

[Signature pages follow]

IN WITNESS WHEREOF, the 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.

TASTE, INC., as Grantor

By: _____

Name: Jonathan C. Gologorsky


Title: Chief Financial Officer

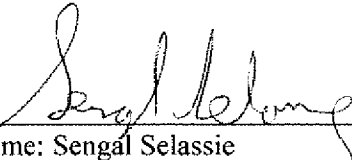
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006112 FRAME: 0366

Accepted and Agreed

BRIGHTWOOD LOAN SERVICES LLC, AS COLLATERAL AGENT

By: 
Name: Damien Dwin
Title: Authorized Person

By: 
Name: Sengal Selassie
Title: Authorized Person

Schedule I

Trademark Registrations and Applications

Trademarks Registrations

Mark	Registration Number	Date of Registration
Hojeij Branded Foods	5,229,751	7/20/2017
HBF	5,150,084	2/28/2017
Frankly Speaking	4,207,738	9/11/2012
Abica Coffee	3,235,048	4/24/2007
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Fuel Your Passion	3,257,025	6/26/2007
Nature's Kitchen Fresh Café	3,986,664	6/28/2011
Enhancing the Passenger's Dining Experience, One Airport at a Time!	5,027,488	8/23/2016
	3,231,304	4/17/2007
VINO VOLO	3,341,176	11/20/2007
TRAVOLO	4,576,173	7/29/2014
VINO VOLO ALE HOUSE	4,659,985	12/23/2014

Trademark Applications

Mark	Application/Registration Number	Date of Application
Cedar's Kitchen	86/500,482	1/12/2015