900416546 08/08/2017

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM438390

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type		
ABARTA, INC.		07/28/2017	Corporation: PENNSYLVANIA		
ABARTA Coca-Cola Beverages, LLC		07/28/2017	Limited Liability Company: PENNSYLVANIA		
Coca-Cola Bottling Company of The Lehigh Valley		07/28/2017	Corporation: PENNSYLVANIA		
G4 Logistics, LLC		07/28/2017	Limited Liability Company: PENNSYLVANIA		
Coatesville Coca-Cola Bottling Works, Inc.		07/28/2017	Corporation: PENNSYLVANIA		
Delabarta, Inc.		07/28/2017	Corporation: DELAWARE		
ACCB RE Holdings, LLC		07/28/2017	Limited Liability Company: PENNSYLVANIA		
Kahiki Foods, Inc.		07/28/2017	Corporation: OHIO		
South Jersey Publishing Company		07/28/2017	Corporation: PENNSYLVANIA		
ACCB Reading RE, LLC		07/28/2017	Limited Liability Company: PENNSYLVANIA		
ACCB Lancaster RE, LLC		07/28/2017	Limited Liability Company: PENNSYLVANIA		
ACCB Mt. Pocono RE, LLC		07/28/2017	Limited Liability Company: PENNSYLVANIA		
ACCB Pittsburgh RE, LLC		07/28/2017	Limited Liability Company: PENNSYLVANIA		
ACCB Greensburg RE, LLC		07/28/2017	Limited Liability Company: PENNSYLVANIA		
ACCB Erie RE, LLC		07/28/2017	Limited Liability Company: PENNSYLVANIA		
ACCB Ebensburg RE, LLC		07/28/2017	Limited Liability Company: PENNSYLVANIA		
ACCB Pittston RE, LLC		07/28/2017	Limited Liability Company: PENNSYLVANIA		
ACCB Lehigh RE, LLC		07/28/2017	Limited Liability Company: PENNSYLVANIA		
The Cleveland Coca-Cola Bottling Company, LLC		07/28/2017	Limited Liability Company: PENNSYLVANIA		
Delabarta Ohio Real Estate, LLC		07/28/2017	Limited Liability Company: OHIO		

TRADEMARK

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Name	Formerly	Execution Date	Entity Type
Northeast Trucking, LTD.		07/28/2017	Limited Liability Company: OHIO

RECEIVING PARTY DATA

Name:	Citizens Bank of Pennsylvania
Street Address:	525 William Penn Place
Internal Address:	26th Floor
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	domestic financial institution: PENNSYLVANIA

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	4635525	KAHIKI
Registration Number:	4679651	REAL ASIAN REAL SIMPLE
Registration Number:	4586026	
Registration Number:	4679617	KAHIKI STIRFRESH
Registration Number:	4511579	STIRFRESH
Registration Number:	4294553	KAHIKI
Registration Number:	2977081	IT'S ASIAN TONIGHT
Registration Number:	3191671	KAHIKI
Registration Number:	3191748	KAHIKI
Registration Number:	3632370	EASYCRISP
Registration Number:	3735934	KAHIKI NATURALS
Registration Number:	3735935	KAHIKI SINCE 1961 RESTAURANT QUALITY NAT
Serial Number:	86538617	ASIAN BOWLS
Serial Number:	86538614	ASIAN DOOR
Registration Number:	5217331	THE ASIAN DOOR
Registration Number:	5218938	BOWL & ROLL
Serial Number:	86538616	STEAM & SERVE BAG
Serial Number:	86833925	STIR YOUR SENSES
Serial Number:	87444355	PANKOCRISP

CORRESPONDENCE DATA

Fax Number: 4123942555

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: 412-394-7767 traip@clarkhill.com Email:

TRADEMARK

REEL: 006124 FRAME: 0959

Correspondent Name: Paul D. Bangor, Jr.

Address Line 1: 301 Grant Street, 14th Floor

Address Line 2: One Oxford Centre

Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	312076
NAME OF SUBMITTER:	Paul D. Bangor, Jr.
SIGNATURE:	/Paul D. Bangor, Jr./
DATE SIGNED:	08/08/2017

Total Attachments: 23
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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement, executed the 28th day of July, 2017, is made by the entities listed on the signature page hereto and each other Person that, after the date hereof, becomes bound hereby from time to time by joinder, assumption or otherwise (each a "Grantor" and collectively, the "Grantors"), for the benefit of Citizens Bank of Pennsylvania, as administrative agent and collateral agent for the Lenders (as defined in the Credit Agreement (as hereinafter defined)) (in such capacity, the "Administrative Agent") (this "Security Agreement").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated of even date herewith (as may be amended, modified, supplemented or restated from time to time, the "Credit Agreement"), by and among ABARTA, INC., a Pennsylvania corporation, each of the other Borrowers (as defined therein) party thereto from time to time, the Guarantors (as defined therein) party thereto from time to time, the Lenders party thereto from time and the Administrative Agent, the parties thereto agreed, among other things, that the Lenders shall extend credit to the Borrowers as set forth in the Credit Agreement; and

WHEREAS the Grantors have agreed, among other things, to grant to the Administrative Agent (for itself and for the benefit of the Lenders) a security interest in certain of their assets, including, without limitation, the Grantors' patents, patent applications, service marks, service mark applications, service names, trademarks, trademark applications, trade names, goodwill and copyrights, copyright applications and copyright registrations pursuant to the terms and conditions of this Security Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each Grantor agrees as follows:

- 1. <u>Defined Terms</u>. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.
- 2. <u>Security Interest in Patents</u> To secure the complete and timely satisfaction of the Obligations, each Grantor hereby grants and conveys to the Administrative Agent (for itself and for the benefit of the Lenders) a Lien in all of such Grantor's right, title and interest in and to all of its now owned or hereafter acquired or arising issued patents and patent applications, including, without limitation, the U.S. issued patents and patent applications in the United States Patent and Trademark Office listed on <u>Schedule A</u>, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) any rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) (d), are hereinafter individually and/or collectively referred to as the "<u>Patents</u>"); provided, however that the Patents shall not include any Excluded Property (as defined in the Security Agreement).

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- 3. <u>Security Interest in Trademarks and Goodwill</u>. To secure the complete and timely satisfaction of the Obligations, each Grantor hereby grants and conveys to the Administrative Agent (for itself and the benefit of the Lenders) a Lien in all of such Grantor's right, title and interest in and to all of its now owned or hereafter acquired or arising and filed:
- trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications (but excluding any application to register any "intent to use" trademark, service mark or other mark prior to filing under applicable Law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a Lien thereon or the grant of a mortgage thereon or the attachment or enforcement of either of the foregoing would void or invalidate such trademark, service mark or other mark), including, without limitation, the U.S. trademark registrations and trademark applications in the United States Patent and Trademark Office listed on Schedule B, attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) any rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a) - (d), are hereinafter individually and/or collectively referred to as the "Trademarks"); provided, however that the Trademarks shall not include any Excluded Property; and
- (ii) the entire goodwill of such Grantor's business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks.
- 4. <u>Security Interest in Copyrights</u>. To secure the complete and timely satisfaction of the Obligations, each Grantor hereby grants and conveys to the Administrative Agent (for itself and the benefit of the Lenders) a Lien in all of such Grantor's right, title and interest in and to all of its now owned or hereafter acquired or arising copyrights, and all filed or issued registrations and recordings thereof, including, without limitation, the U.S. copyright registrations in the United States Copyright Office listed on <u>Schedule C</u>, attached hereto and made a part hereof, and (a) all extensions and renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) any rights corresponding thereto throughout the world (all of the foregoing copyrights, together with the items described in (a) (d) are hereinafter individually and/or collectively referred to as the "<u>Copyrights</u>") provided, however that the Copyrights shall not include any Excluded Property.
- 5. New Patents, Trademarks and Copyrights. Each Grantor hereby authorizes the Administrative Agent as its attorney in fact to modify this Security Agreement (or any short-form notice of security interest executed in connection therewith (hereinafter referred to as a "Short-Form Notice")) by amending Schedules A, B, and/or C, as applicable (or any applicable schedule to any Short-Form Notice), to include any future U.S. Patents, Trademarks and Copyrights issued, registered or applied for, as applicable, in the United States Patent and Trademark Office or United States Copyright Office, and to file or refile this Security Agreement

(or any applicable Short-Form Notice) with the United States Patent and Trademark Office and/or United States Copyright Office, as the case may be, listing such issued, registered or applied Patents, Trademarks and Copyrights.

- 6. <u>Representations and Warranties</u>. Each Grantor represents and warrants to the Administrative Agent that, as of the Effective Date, except as otherwise set forth in the schedules hereto:
- (i) The issued, registered and applied for Patents, Trademarks and Copyrights set forth on Schedules A, B, and C are subsisting and, to each Grantor's knowledge, valid and enforceable;
- (ii) Such Grantor, as applicable, is the owner of the issued, registered and applied for Patents, Trademarks and Copyrights set forth on Schedules A, B, and C and has the power and authority to enter into this Security Agreement according to its terms; and
- (iii) This Security Agreement does not violate and is not in contravention of any other agreement to which such Grantor is a party or any judgment or decree by which such Grantor is bound and does not require any consent under any other agreement to which such Grantor is a party or by which such Grantor is bound.
- 7. Except as may be otherwise agreed to by the Duties of the Grantors. Administrative Agent or determined by such Grantor in its reasonable business judgment (and only to the extent included in the Collateral), each Grantor shall: (i) prosecute diligently any material U.S. patent application owned by such Grantor and any material U.S. trademark application or material service mark application owned by such Grantor that is pending as of the date hereof or thereafter, (ii) preserve and maintain all material U.S. patent applications and patents, material U.S. trademark applications, trademark registrations, service mark applications, and material U.S. service mark registrations, and material U.S. copyright registrations, in each case, owned by such Grantor, provided, however that any Grantor may, for the avoidance of doubt, abandon any application among the Patents, Trademarks, and Copyrights which are not material to the business operations of such Grantor or permit any registration among the Patents, Trademarks, and Copyrights which are not material to the business operations of such Grantor to be cancelled or expire, and (iii) take such reasonable steps if and as such Grantor determines in its reasonable business judgment are necessary, to ensure that the material U.S. copyright registrations owned by such Grantor do not become abandoned or dedicated to the public. For the avoidance of doubt, any expenses incurred in connection with the duties set forth in this Paragraph 7 shall be borne by the Grantors.
- 8. <u>Defeasance</u>. Notwithstanding anything to the contrary contained in this Security Agreement, upon payment in full, this Security Agreement shall terminate and be of no further force and effect and at the request of the Grantors, the Administrative Agent (for itself and on behalf of the Lenders) shall thereupon terminate its security interest in the Patents, Trademarks and Copyrights. For the avoidance of doubt, this Security Agreement is not intended and shall not be construed to obligate the Administrative Agent to take any action whatsoever with respect to the Patents, Trademarks and Copyrights or to incur expenses or perform or discharge any obligation, duty or disability of any Grantor.

- 9. <u>Waivers</u>. No course of dealing between the Loan Parties and the Administrative Agent nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 10. <u>Modification</u>. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 5 hereof or by a writing signed by the parties hereto. All notices, statements, requests and demands given to or made upon any party in accordance with the provisions of this Security Agreement shall be deemed to have been given or made when given or made as provided in the Credit Agreement.
- Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby, by the Credit Agreement or any Loan Document, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently. Each Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Administrative Agent under the Credit Agreement or the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. To the extent there is any inconsistency between this Security Agreement and the Credit Agreement, the Credit Agreement shall control.
- 12. <u>Binding Effect; Benefits</u>. This Security Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of the Administrative Agent (for itself and the benefit of the Lenders) and its successors and assigns. The provisions of this Security Agreement are intended to be severable. If any provision of this Security Agreement shall for any reason be held invalid or unenforceable, in whole or in part, in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective only to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of such provision in any other jurisdiction or any other provision of this Security Agreement in any jurisdiction.
- 13. <u>Governing Law</u>. This Security Agreement shall be governed by and construed in accordance with the Laws of the Commonwealth of Pennsylvania applicable to contracts made and to be performed in such State without regard to the conflict of Law provisions thereof.
- 14. <u>Counterparts</u>. Any number of counterparts of this Security Agreement may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Security Agreement by facsimile or e-mail (in "pdf", "tif" or similar format) shall be effective as delivery of a manually executed counterpart of this Security Agreement.
- 15. <u>Joinder</u>. Upon the execution and delivery by any other US Person of a Guarantor Joinder (i) such Person shall become a "Grantor" hereunder with the same force and effect as if it were originally a party to this Security Agreement and named as a "Grantor" on the signature pages hereto and (ii) the Schedules to this Security Agreement shall be deemed updated by the

supplemental Schedules to this Security Agreement, if any, delivered pursuant to the terms of such Guarantor Joinder. The execution and delivery of any such Guarantor Joinder shall not require the consent of any other Grantor hereunder, and the rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Security Agreement.

16. Waiver of Trial by Jury. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE ADMINISTRATIVE AGENT AND THE LENDERS TO ACCEPT THIS SECURITY AGREEMENT AND MAKE THE LOANS AND ISSUE LETTERS OF CREDIT.

[INTENTIONALLY LEFT BLANK; SIGNATURE PAGES TO FOLLOW]

- 5 -

IN WITNESS WHEREOF, and intending to be legally bound, the Grantors have executed this Security Agreement on the day and year first above written.

GRANTORS:

ATTEST:

By: Ketheni W. Fesh

Name: Katherine W. Fedor Title: Assistant Secretary

ATTEST:

Name: Katherine W. Fedor

Title: Secretary

Name: Katherine W. Fedor

Title: Assistant Secretary

Name: Katherine W. Fedor

Title: Secretary

ABARTA, INC., a Pennsylvania corporation

Name: William F. Holtz

Title: Treasurer

ABARTA Coca-Cola Beverages, LLC, a Pennsylvania limited liability company

Name: William F. Holtz

Title: Treasurer

Coca-Cola Bottling Company of The Lehigh

Valley, a Pennsylvania corporation

Name: William F. Holtz

Title: Treasurer

G4 Logistics, LLC, a Pennsylvania limited

liability company

Name: William F. Holtz

Title: Treasurer

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK REEL: 006124 FRAME: 0966

(SEAL)

(SEAL)

	Coatesville Coca-Cola Bottling Works, Inc., a Pennsylvania corporation
By: Katheni W. Febr	By: William 7 Hor (SEAL)
Name: Katherine W. Fedor	Name: William F. Holtz
Title: Assistant Secretary	Title: Treasurer
)	Delabarta, Inc., a Delaware corporation
By: Kackenin W. Fisher	By: Million 7 Haf (SEAL)
Name: Katherine W. Fedor	Name: William F. Holtz
Title: Assistant Secretary	Title: Treasurer
(x,y) = (x,y) + (x,y	
New york and the second	ACCB RE Holdings, LLC, a Pennsylvania Limited liability company
By: Kukemie W. Fehr	By: William 7 MPT (SEAL)
Name: Katherine W. Fedor	Name: William F. Holtz
Title: Secretary	Title: Treasurer
1 -	Kahiki Foods, Inc., an Ohio corporation
By: Kalterin W. Fesh	By: JA 7, BITH III (SEAL)
Name: Katherine W. Fedor	Name: John F. Bitzer, III
Title: Assistant Secretary	Title: Chief Executive Officer
Title, Assistant Secretary	TWO GIRD ENVENT OF THE
	South Jersey Publishing Company, a
1	Pennsylvania corporation
By: Katherin W. Febr	By: William J. Khop (SEAL)

GRANTORS (continued):

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

Name: Katherine W. Fedor

Title: Assistant Secretary

Name: William F. Holtz

Title: Treasurer

	limited liability company
By: Kachen: W. Fesh	By: Allan FHOT (SEAL)
Name: Katherine W. Fedor	Name: William F. Holtz
Title: Secretary	Title: Treasurer
By: Karken W. Feder	ACCB Lancaster RE, LLC, a Pennsylvania limited liability company By: (SEAL)
Name: Katherine W. Fedor	Name: William F. Holtz
Title: Secretary	Title: Treasurer
By: / Like W. Fedor Name: Katherine W. Fedor Title: Secretary	ACCB Mt. Pocono RE, LLC, a Pennsylvania limited liability company By: William F. Holtz Title: Treasurer
By: Katherine W. Fedor Title: Secretary	ACCB Pittsburgh RE, LLC, a Pennsylvania limited liability company By: Wallaw J (SEAL) Name: William F. Holtz Title: Treasurer
By: Kathem W. Febr	ACCB Greensburg RE, LLC, a Pennsylvania limited liability company By: Mallam J Hold (SEAL)

GRANTORS (continued):

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

Name: William F. Holtz

Title: Treasurer

Name: Katherine W. Fedor

Title: Secretary

By: / Kalhemi W., Fedor Title: Secretary	GRANTORS (continued): ACCB Erie RE, LLC, a Pennsylvania limited liability company By: (SEAL) Name: William F. Holtz Title: Treasurer
By: Kackerin W. Feder Name: Katherine W. Fedor	ACCB Ebensburg RE, LLC, a Pennsylvania limited liability company By: William F. Holtz: (SEAL)
Title: Secretary	Title: Treasurer
By: Ketherine W. Fedor Title: Secretary	ACCB Pittston RE, LLC, a Pennsylvania limited liability company By: Malland J Hour (SEAL) Name: William F. Holtz Title: Treasurer
By: Katherine W. Fedor Title: Secretary	ACCB Lehigh RE, LLC, a Pennsylvania limited liability company By: Wallam 7 (SEAL) Name: William F. Holtz Title: Treasurer
	The Cleveland Coca-Cola Bottling Company, LLC, a Pennsylvania limited liability company

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

Name: Katherine W. Fedor Title: Assistant Secretary Name: William F. Holtz

Title: Treasurer

GRANTORS (continued):

Delabarta Ohio Real Estate, LLC, an Ohio

limited liability company

By: Millam + 1:315

Name: William F. Holtz

Title: Treasurer

Name: Katherine W. Fedor

Name: Katherine W. Fedor

Title: Assistant Secretary

Title: Assistant Secretary

Northeast Trucking, LTD., an Ohio limited

(SEAL)

liability company

By: William F Not

Name: William F. Holtz

Title: Treasurer

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

SCHEDULE A

PATENTS

(See Attached)

SCHEDULE A

PATENTS

Title	Application No. Filing Date	Patent Number	Granted/Term Status/	Status/ Comments
FOOD CONTAINER	29/175,915	D494,463	08/17/2004 14 years	Assigned to Kahiki Foods, Inc. in Reel 019955, Frame 0166

201478939

SCHEDULE B

TRADEMARKS/TRADENAMES

See Attached

Schedule B Trademarks and Tradenames

KAHIKI FOODS, INC.1

U.S. Federal Trademark Applications/Registrations (as of July 25, 2017)

. Mark	Application No. Filing Date			Registration No. Registration Date	Section 8 & 15 Due Between	Renewal Date	Status/Comments
Kahiki	86/074,365 09/25/2013	29	Oriental and Pacific rim culsine prepared (cods, namely, frozen and chilled entrees consisting primarily of meat, fish, poultry or vegetables; frozen tempura kits consisting primarily of meat, fish poultry or vegetables; prepared stir-fry meals comprised primarily of meat and vegetables; prepared oriental and pacific rim culsine meals comprised primarily of meat and containing some rice	4,635,525 11/11/2014	11/11/2019 11/11/2020	11/11/2024	Registered
		30	Oriental and pacific rim culsine prepared foods, namely, frozen and chilled entrees consisting primarily of pasta or rice; frozen egg rolls; frozen pot stickers; frozen termpura kits consisting primarily of pasta or rice; chilled egg rolls; chilled pot stickers; condiment sauces for oriental and Pacific rim culsine meals				
REAL ASIAN REAL SIMPLE	86/074,369 09/25/2013	29	Oriental and Pacific rim culsine prepared foods, namely, frozen and chilled entrees consisting primarily of meat, fish, poultry or vegetables; frozen tempura kits consisting primarily of meat, fish poultry or vegetables; prepared silr-fry meals comprised primarily of meat and vegetables; prepared oriental and pacific rim culsine meals comprised primarily of meat and containing some rice	4,679,651 01/27/2015	01/27/2020 01/27/2021	01/27/2025	Registered
		30					

¹ There are trademarks owned by non-Guarantor subsidiary, ABARTA Oil & Gas Co., inc. and by defunct, non-Guarantor subsidiaries, GTG Beverages, LLC and Thristmonger, LLC. Also note that the Franchise Contracts listed on Schedule 1.1(F) are also, essentially, licenses to use the "Coca-Cola" name and trademarks; however, ownership of those marks remains with The Coca-Cola Company. Kahiki is the only ABARTA subsidiary that owns, or is in the process of obtaining, trademarks material to its business operations.

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f Mark	Application No.	Class	Goods	Registration No. Registration Date	Section 8 & 15 Due Between	Renewal Date	Status/Comments
			Oriental and pacific rim culsine prepared foods, namely, frozen and childed entrees consisting primarily of pasta or rice; frozen egg rolls; frozen pot stlokers; frozen tempura klts consisting primarily of pasta or rice; chilled egg rolls; chilled pot stlokers; condiment sauces for oriental and Pacific rim culsine meals				
	86/074,371 09/25/2013	29	Oriental and Pacific rim culsine prepared foods, namely, frozen and chilled entrees consisting primarily of meat, fish, poultry or vegetables; frozen tempura kits consisting primarily of meat, fish poultry or vegetables; prepared stilr-fry meals comprised primarily of meat and vegetables; prepared oriental and pacific rim culsine meals comprised primarily of meat and containing some rice	4,586,026 08/12/2014	08/12/2019 08/12/2020	08/12/2024	Registered
		30	Oriental and pacific rim culsine prepared foods, namely, frozen and chilled entrees consisting primarily of pasta or rice; frozen egg rolls; frozen pot stickers; frozen tempura kits consisting primarily of pasta or rice; chilled egg rolls; chilled pot stickers; condiment sauces for oriental and Pacific rim culsine				
KAHIKI STIRFRESH	86/051,249 08/29/2013	29	Oriental and Pacific Rim culsine prepared foods, namely, frozen and chilled entrees consisting primarily of meat, fish, poultry or vegetables; multi-serve frozen Asian prepared entrees consisting primarily of meat, chicken, beef, pork or seafood, vegetables and an Asian-style sauce	4,679,617 01/27/2015	01/27/2020 01/27/2021	01/27/2025	Registered
STIRFRESH	85/714,365 08/28/2012		Oriental and Pacific Rim cuisine, namely, frozen and chilled prepared entrees consisting primarily of meat, fish, poulfry or vegetables; multiserve frozen Asian prepared entrees consisting primarily of meat, chicken, pork, or seafood and vegetables and an Asian-style sauce	4,511,579 04/08/2014	04/08/2019 04/08/2020	04/08/2024	Registered
Kahiki	85/515,711 01/13/2012		Oriental and Pacific rim cuisine prepared foods, namely, frozen and chilled entrees consisting primarily of meat, fish, poultry or vegetables; frozen tempura kits consisting primarily of meat, fish poultry or vegetables; prepared stir-fry meals comprised primarily of meat and vegetables; prepared oriental and pacific rim cuisine	4,294,553 02/26/2013	02/26/2018 02/26/2023	02/26/2023	Registered

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Mark	Application No.	Class	Goode	Registration No. Registration Date	Section 6 & 15 Due Between	Renewal Date	Status/Comments
STORES (SEE LOS BANKS COMMERCIAL)	Tingara	30	meals comprised primarily of meat and containing some rice Oriental and pacific rim cuisine prepared foods, namely, frozen and chilled entrees consisting primarily of pasta or rice; frozen egg rolls; frozen pot stickers; frozen tempura kits consisting primarily of pasta or rice; chilled egg rolls; chilled pot stickers; condiment sauces for oriental and Pacific rim cuisine meals.				
IT'S ASIAN TONIGHT	76/456,414 10/07/2002	29 30	Prepared entrees, appetizers and side dishes consisting primarily of beel, fish, seafood, pork, poultry or vegetables Prepared entrees, appetizers and side dishes consisting primarily of rice, noodles or flour-based dough	2,977,081 07/26/2005	N/A	07/26/2015	Instructions from client to abandon
КАНІКІ	78/667,180 07/11/2005	29	Oriental and Pacific rim cuisine prepared foods namely, frozen and chilled entrees consisting primarily of meat, fish, poulty or vegetables; frozen tempura kits consisting primarily of meat, fish, poultry or vegetables; prepared stlr-fry meals comprised primarily of meat and vegetables; prepared oriental and pacific rim cuisine meals comprised primarily of meat and containing some rice	3,191,671 01/02/2007	N/A	01/02/2027	Registered
		30	Oriental and pacific rim cuisine prepared foods, namely, frozen and chilled entrees consisting primarily of pasta or rice; frozen egg crolls; frozen pot sitckers; frozen tempura kits consisting primarily of pasta or rice; chilled egg rolls; chilled pot sitckers; condiment sauces for oriental and Pacific rim cuisins meats.				
kahiki	78/671,103 07/15/2005	29	Oriental and Pacific rim culsine prepared foods, namely, frozen and chilled entrees consisting primarily of meat, fish, poultry or vegetables; frozen tempura kits consisting primarily of meat, fish poultry or vegetables; prepared oriental and pacific rim culsine meals comprised primarily of meat and containing some rice	3,191,748 01/02/2007	N/A	01/02/2017	Instructions from client to abandon
		30	Oriental and pacific rim culsine prepared foods, namely, frozen and chilled entrees consisting primarily of pasta or			L	

Mark	Application No. Filing Date	Class	Goods	Registration No. Registration Date	Section 8 & 15 Due Between	Renewal Date	Status/Comments
			rice; frozen egg rolls; frozen tempura kits consisting primarily of pasta or rice; chilled egg rolls				
EASYCRISP	77/346,073 12/06/2007	29	Prepared frozen or packaged foods, namely, appetizers consisting primarily of meat, fish, poultry and/or vegetables in a package for microwave cooking	3,632,370 06/02/2009	06/02/2014 06/02/2015	06/02/2019	Instructions from client to abandon
KAHIKI NATURALS	77/627,205 12/05/2008	29	Prepared entrees, appelizers and side dishes consisting primarily of beef, fish, seafood, pork, poultry or vegetables	3,735,934 01/12/2010	01/12/2015 01/12/2016	01/12/2020	Instructions from client to abandon
Naturals	77/627,208 12/05/2008	29	Prepared entrees, appelizers and side dishes consisting primarily of beef, fish, seafood, pork, poultry or vegetables	3,735,935 01/12/2010	01/12/2015 01/12/2016	01/12/2020	Instructions from client to abandon
ASIAN BOWLS	86/538,617 02/18/2015	29	Oriental and Pacific rim culsine prepared foods, namely, frozen and chilled entrees consisting primarily of meat, fish, poultry or vegetables; frozen tempura kits consisting primarily of meat, fish poultry or vegetables; prepared siti-fry meats comprised primarily of meat and vegetables; prepared oriental and pacific rim culsine meals comprised primarily of meat and containing some rice				Instructions from client to abandon
		30	Oriental and pacific rim cuisine prepared foods, namely, frozen and chilled entress consisting primarily of pasta or rice; frozen egg rolls; frozen pot stickers; frozen tempura kits consisting primarily of pasta or rice; chilled egg rolls; chilled pot stickers; condiment sauces for oriental and Pacific rim cuisine meats.				·
ASIAN DOOR	86/538,614 02/18/2015	29	Oriental and Pacific rim culsine prepared foods, namely, frozen and chilled entrees consisting primarily of meat, fish, poultry or vegetables; frozen tempura kits consisting primarily of meat, fish poultry or vegetables; prepared stir-fry meals comprised primarily of meat and vegetables; prepared oriental and pacific rim culsine meals comprised primarily of meat and containing some rice				Notice of Allowance 09/22/2015; Statement of Use or request for extension due 03/22/2017; extension filed 03/21/2017

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. Mark	Application No.		Gpode:	Registration No.	Section 8 & 15 Due Between	Renewal Date	Status/Comments
		30	Oriental and pacific rim culsine prepared foods, namely, frozen and chilled entrees consisting primarily of pasts or ide; frozen egg rolls; frozen pot stickers; frozen tempura kits consisting primarily of pasts or rics; chilled egg rolls; chilled pot stickers; condiment sauces for oriental and Pacific rim culsine meals.				
THE ASIAN DOOR	87/210,023 10/20/2016	41	Providing non-downloadable electronic newsletters in the field of the food service industry for Asian foods and prepared meals	5,217,331 06/06/2017	06/06/2022 06/06/2023	06/06/2027	
BOWL & ROLL	86/538,606 02/18/2015	29	Oriental and Pacific rim cuisine prepared foods, namely, frozen and chilled entrees consisting primarily of meat, fish, poultry or vegetables; frozen tempura kits consisting primarily of meat, fish poultry or vegetables; prepared stir-fry meals comprised primarily of meat and vegetables; prepared oriental and pacific rim cuisine meals comprised primarily of meat and containing some rice	5,218,938 06/06/2017	06/06/2022 06/06/2023	06/06/2027	
		30	Oriental and pacific rim culsine prepared foods, namely, frozen and chilled entrees consisting primarily of paste or rice; frozen egg rolls; frozen pot slickers; frozen tempura kits consisting primarily of pasta or rice; chilled egg rolls; chilled pot stickers; condiment sauces for oriental and Pacific rim culsine meats.				
Steam & Serve Bag	86/538,616 02/18/2015	29	Oriental and Pacific rim cuisine prepared foods, namely, frozen and chilled entrees consisting primarily of meat, fish, poultry or vegetables; frozen tempura kits consisting primarily of meat, fish poultry or vegetables; prepared stir-fry meals comprised primarily of meat and vegetables; prepared oriental and pacific rim cuisine meals comprised primarily of meat and containing some rice				Instructions from client to abandon
		30	Oriental and pacific rim cuisine prepared foods, namely, frozen and chilled entrees consisting primarily of pasta or rice; frozen egg rolls; frozen pot stickers; frozen tempura kits consisting primarily of pasta or rice; chilled egg rolls; chilled pot stickers; condiment sauces for oriental and Pacific rim cuisine meals				

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Mark STIR YOUR SENSES	Application No Fliing Pate 85/833,925 11/30/2015	29	Contest
PANKOCRISP	87/444,365 05/10/2017	29 (1) fi	Oriental and pacific rim cuisine prepared foods, namely, frozen and chilled entrees consisting primarily of paste or fice; frozen egg rolls; frozen pot stickers; frozen tempura kits consisting primarily of paste or rice; chilled egg rolls; chilled entrees consisting primarily of meat, so rice and chilled entrees consisting primarily of meat, ish, poultry or vegetables; frozen tempura kits consisting primarily of meat, fish poultry or vegetables; prepared foods, namely, frozen and chilled entrees consisting primarily of meat, fish poultry or vegetables; prepared eggetables; prepared of entreet and eggetables; prepared of entreet and containing some east comprised primarily of meat and containing some east consisting of chicken for use in oriental and Pacific rim utsine prepared foods, namely, frozen and chilled

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KAHIKI FOODS, INC.

Foreign Trademark Registrations (as of July 25, 2017)

MEXICO

Mark	Application No. Filing Date	Class	Goods	Registration No.	Renewal Date	Status/Comments
KAHIKI	760,010 01/11/2006	30	Oriental and pacific rim culsine prepared foods namely frozen entrees, frozen egg rolls, frozen pot stickers, frozen empura kits, frozen party platters, chilled entrees, chilled egg rolls, chilled pot stickers, and chilled party platters of oriental and pacific rim meals and food items, sold at retail and to the food service industry; prepared for stir-fry meals, rice and meal prepared for oriental and pacific rim culsine meals, condiment sauces for oriental and pacific rim culsine meals; oriental and pacific rim culsine meals; oriental and pacific rim culsine meals; oriental and pacific rim culsine meals, sold to the food service industry	967770 12/15/2006	1/11/2026	
Kahiki (Stylized)	760,011 01/11/2006		Oriental and pacific rim cuisine prepared foods namely frozen entrees, frozen egg rolls, frozen pot stickers, frozen entrees, frozen entrees, trozen egg rolls, frozen pot stickers, chilled entrees, chilled egg rolls, chilled pot stickers, and chilled party platters of oriental and pacific rim meals and food items, sold at retail and to the food service industry; prepared for stir-fry meals, rice and meat prepared for oriental and pacific rim cuisine meals, condiment sauces for oriental and pacific rim cuisine meals; oriental and pacific rim cuisine meals; oriental and pacific rim cuisine meals, sold to the food service industry	967439 12/14/2006	01/11/2016	Instructions from client to abandon

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REEL: 006124 FRAME: 0980

KAHIKI FOODS, INC.

CANADA

Mark	Application No.	Goods:	Registration No. Registration Date:	Date	Status/Collinerits
KAHIKI	1,285,730	Oriental and pacific rim cuisine prepared foods namely	TMA706264	02/01/2023	Registered
	0/11/2006	frozen entrees, frozen egg rolls, frozen pot stickers,	02/01/2008		
		frozen tempura kits, frozen party platters, chilled entrees,			
	!	chilled egg rolls, chilled pot stickers, and chilled party			
		platters of oriental and pacific rim meals and food items,			
		sold at retail and to the food service industry; meat and vegetables prepared for stir-fry meals, rice and meat			
		prepared for oriental and pacific rim cuisine meals,			
1		condiment sauces for oriental and pacific rim culsine			
		meals; oriental and pacific rim culsine meal party platters,			
		packaged buffet platters of oriental and pacific rim culsine			
		meals, sold to the food service industry			
	1,286,016		TMA734452	02/13/2024	Registered
I tan Lates	01/13/2006		02/13/2009		
Kaniki					
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127/1/21			<u> </u>	L	L

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KAHIKI FOODS, INC.

Patent Status (as of July 25, 2017)

1110	Application No. Filing Date	Patent Number	Status/ Comments
FOOD CONTAINER	29/175,915 02/13/2003	D494,463 08/17/2004	Assigned to Kahiki Foods, Inc. in Real 019955, Frame 0166
	UEI TOIZUUS	00/1//2004	

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RECORDED: 08/08/2017