

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM439389

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SFE Holdings LLC		07/31/2017	Limited Liability Company: DELAWARE
SFE Intermediate Holdco LLC		07/31/2017	Limited Liability Company: DELAWARE
American Purchasing Consortium, LLC		07/31/2017	Limited Liability Company: DELAWARE
Southwest Foodservice Excellence, LLC		07/31/2017	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Collateral Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3228557	SOUTHWEST FOODSERVICE EXCELLENCE "PUTTIN	
Registration Number:	4753218	SFE	
Registration Number:	4779137	AMERICAN PURCHASING CONSORTIUM	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		

OP \$90.00 3228557

SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	08/15/2017
Total Attachments: 5 source=Ares - Project Fresh -- Grant of Security Interest in Trademarks (Executed)#page1.tif source=Ares - Project Fresh -- Grant of Security Interest in Trademarks (Executed)#page2.tif source=Ares - Project Fresh -- Grant of Security Interest in Trademarks (Executed)#page3.tif source=Ares - Project Fresh -- Grant of Security Interest in Trademarks (Executed)#page4.tif source=Ares - Project Fresh -- Grant of Security Interest in Trademarks (Executed)#page5.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “**Agreement**”), effective as of July 31, 2017 is made by SFE HOLDINGS LLC, a Delaware limited liability company (“**Parent**”), SFE INTERMEDIATE HOLDCO LLC, a Delaware limited liability company (the “**Borrower**”), AMERICAN PURCHASING CONSORTIUM, LLC, a Delaware limited liability company (“**APC**”), and SOUTHWEST FOODSERVICE EXCELLENCE LLC, an Arizona limited liability company (“**Southwest**” and together with Parent, Borrower and APC, each a “**Grantor**” and collectively, the “**Grantors**”), in favor of ARES CAPITAL CORPORATION, a Maryland corporation (“**ARCC**”), located at 245 Park Avenue, 44th Floor East, New York, NY 10167, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of July 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Parent, Parent’s Subsidiaries signatory thereto as Guarantors or thereafter designated as Guarantors pursuant to Section 8.11 of the Credit Agreement, Borrower, the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), ARCC, as administrative agent for the Lenders and the Collateral Agent, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and certain other affiliates of the Grantors have executed and delivered a Security Agreement, dated as of July 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Collateral Agent;

WHEREAS, pursuant to the Security Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property, including, without limitation, the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of such Grantor's right, title and interest in, to and under all of its Trademarks including, without limitation, those listed on Schedule A hereto (collectively, the "**Trademark Collateral**"), to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. Notwithstanding anything to the contrary in this Agreement, none of the Excluded Collateral shall constitute Trademark Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Termination. At such time as the Collateral has been released from the Liens created by the Security Documents pursuant to Section 12.19(b) of the Credit Agreement, the security interest in the Trademark Collateral granted herein shall terminate immediately and automatically without any further action by any person and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed signature page of this Agreement by facsimile or electronic (including PDF) transmission shall be effective as delivery of a manually executed counterpart hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

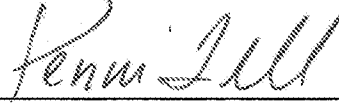
AMERICAN PURCHASING CONSORTIUM,
LLC
a Delaware limited liability company,
as a Grantor

By: Edward V. Dardani
Name: Edward V. Dardani, Jr.
Title: Secretary and Treasurer

SOUTHWEST FOOD EXCELLENCE, LLC,
an Arizona limited liability company,
as a Grantor

By: Edward V. Dardani
Name: Edward V. Dardani, Jr.
Title: Secretary and Treasurer

ARES CAPITAL CORPORATION,
a Maryland corporation,
as Collateral Agent

By: 
Name: Penmi Roll
Title: Authorized Signatory

[Grant of Security Interest in Trademarks]

SCHEDULE A

U.S. Trademark Registrations and Applications

Grantor	Country/State	Mark	Applicati on/ Registrat ion No.	Application/ Registration Date
Southwest Foodservice Excellence, LLC	United States		3228557	April 10, 2007
Southwest Foodservice Excellence, LLC	United States		4753218	June 9, 2015
American Purchasing Consortium, LLC	United States	AMERICAN PURCHASING CONSORTIUM	4779137	July 21, 2015