

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441033

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|-------------------------------------|
| R.W. Smith & Co. | | 08/28/2017 | Corporation: CALIFORNIA |
| TriMark ERF, Inc. | | 08/28/2017 | Corporation: DELAWARE |
| Hockenbergs Equipment and Supply Co., Inc. | | 08/28/2017 | Corporation: NEBRASKA |
| TriMark USA, LLC | | 08/28/2017 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | Barclays Bank PLC, as Collateral agent |
| Street Address: | 745 7th Avenue |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10019 |
| Entity Type: | Public Limited Company: ENGLAND |

PROPERTY NUMBERS Total: 20

| Property Type | Number | Word Mark |
|----------------------|----------|------------------------|
| Registration Number: | 4540092 | ALANI |
| Registration Number: | 5051460 | ARCATA |
| Serial Number: | 86864726 | ARCATA |
| Registration Number: | 2492222 | BIGTRAY |
| Registration Number: | 2516648 | BIGTRAY |
| Registration Number: | 4736840 | CORNERSTONE |
| Serial Number: | 87240226 | FOODSERVICE SUPERSTORE |
| Registration Number: | 4480271 | H HOCKENBERGS |
| Registration Number: | 4480270 | HOCKENBERGS |
| Registration Number: | 4556639 | ORDERUPEQUIPMENT.COM |
| Serial Number: | 87475212 | PROCORE |
| Serial Number: | 87516248 | STRATEGIC |
| Serial Number: | 87516279 | STRATEGIC |
| Registration Number: | 2759484 | |
| Registration Number: | 4317688 | TRIA |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|---|
| Registration Number: | 2753687 | TRIMARK |
| Registration Number: | 4765484 | TRIMARK FOODSERVICE EQUIPMENT, SUPPLIES |
| Registration Number: | 4489569 | VENU |
| Registration Number: | 4661072 | WE BRING IT |
| Serial Number: | 87102888 | ZIENA |

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 2028357500

Email: dcip@milbank.com

Correspondent Name: Kristin Yohannan, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP

Address Line 4: Washington, D.C. 20006

| | |
|-------------------------|-------------------------|
| ATTORNEY DOCKET NUMBER: | 28804.15600 |
| NAME OF SUBMITTER: | Kristin L. Yohannan |
| SIGNATURE: | /s/ Kristin L. Yohannan |
| DATE SIGNED: | 08/29/2017 |

Total Attachments: 4

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SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of August 28, 2017 (this "Agreement"), among R. W. Smith & Co., a California corporation, TriMark ERF, Inc., a Delaware corporation, Hockenbergs Equipment and Supply Co., Inc., a Nebraska corporation, TriMark USA, LLC, a Delaware limited liability company (the "Grantors" and each, a "Grantor") and BANK OF AMERICA, N.A., as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Second Lien Credit Agreement dated as of August 28, 2017 (the "Credit Agreement"), among AMBROSIA INTERMEDIATE HOLDCO CORP., a Delaware corporation ("Initial Holdings"), AMBROSIA BUYER CORP., a Delaware corporation (the "Buyer"), and, after giving effect to the Mergers, TMK HAWK PARENT, CORP., a Delaware corporation ("TMK Hawk"), each Lender from time to time party thereto and BARCLAYS BANK PLC, as Administrative Agent and as Collateral Agent and (b) the Second Lien Collateral Agreement dated as of August 28, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Initial Holdings, the Buyer, TMK Hawk, the other Grantors from time to time party thereto and the Collateral Agent. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made and to secure the Secured Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the United States Trademarks on Schedule I attached hereto (the "Trademark Collateral").

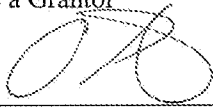
SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate 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 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**R.W. SMITH & CO.
TRIMARK ERF, INC.,**
each as a Grantor

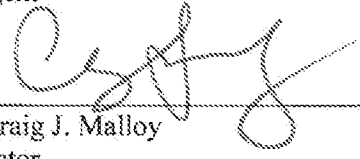
By: 
Name: Otis Carter
Title: Assistant Secretary

**HOCKENBERGS EQUIPMENT AND SUPPLY
CO., INC.
TRIMARK USA, LLC,**
each as a Grantor

By: 
Name: Otis Carter
Title: Secretary

BARCLAYS BANK PLC,
as Collateral Agent

By: _____



Name: Craig J. Malloy
Title: Director

Schedule I

TRADEMARKS

| Trademark | Owner | App / Reg Date | Status | App / Reg Number | Owned / Licensed |
|--|--|----------------|-------------|------------------|------------------|
| Alani | R. W. Smith & Co. | 5/27/2014 | Registered | 4,540,092 | Owned |
| Arcata | R. W. Smith & Co. | 9/27/2016 | Registered | 5,051,460 | Owned |
| Arcata | R. W. Smith & Co. | 1/4/2016 | Pending | 86/864726 | Owned |
| BigTray | TriMark ERF, Inc. | 9/25/2001 | Registered | 2,492,222 | Owned |
| BigTray and Design | TriMark ERF, Inc. | 12/11/2001 | Registered | 2,516,648 | Owned |
| Cornerstone | R. W. Smith & Co. | 5/12/2015 | Registered | 4,736,840 | Owned |
| Foodservice Superstore | Hockenbergs Equipment and Supply Co., Inc. | 11/17/2016 | Pending | 87/240226 | Owned |
| H Hockenbergs | Hockenbergs Equipment and Supply Co., Inc. | 2/11/2014 | Registered | 4,480,271 | Owned |
| Hockenbergs | Hockenbergs Equipment and Supply Co., Inc. | 2/11/2014 | Registered | 4,480,270 | Owned |
| ORDERUPEQUIPMENT.COM | TriMark ERF, Inc. | 6/24/2014 | Registered | 4,556,639 | Owned |
| PROCORE | TriMark USA, LLC | 6/5/2017 | Pending | 87/475212 | Owned |
| STRATEGIC | TriMark USA, LLC | 7/5/2017 | Pending | 87/516248 | Owned |
| STRATEGIC (and design) | TriMark USA, LLC | 7/5/2017 | Pending | 87/516279 | Owned |
| Three Ring Design | TriMark USA, LLC | 9/2/2003 | Registered | 2,759,484 | Owned |
| Tria (and design)* | R. W. Smith & Co. | 4/9/2013 | Registered | 4,317,688 | Owned |
| TRIMARK | TriMark USA, LLC | 8/19/2003 | Registered | 2,753,687 | Owned |
| TriMark Foodservice Equipment, Supplies and Design | TriMark USA, LLC | 6/30/2015 | Registered | 4,765,484 | Owned |
| Venu | R. W. Smith & Co. | 2/25/2014 | Registered | 4,489,569 | Owned |
| WE BRING IT | TriMark USA, LLC | 12/23/2014 | Registered | 4,661,072 | Owned |
| ZIENA | R. W. Smith & Co. | 7/13/2016 | Pending ITU | 87/102888 | Owned |