

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM440985

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	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

<b>Name:</b>	Barclays Bank PLC, as Collateral Agent
<b>Street Address:</b>	745 7th Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	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

<b>ATTORNEY DOCKET NUMBER:</b>	28804.15600
<b>NAME OF SUBMITTER:</b>	Kristin L. Yohannan
<b>SIGNATURE:</b>	/s/ Kristin L. Yohannan
<b>DATE SIGNED:</b>	08/28/2017

**Total Attachments: 4**

- source=4. TriMark - First Lien Trademark Security Agreement (Executed)#page1.tif
- source=4. TriMark - First Lien Trademark Security Agreement (Executed)#page2.tif
- source=4. TriMark - First Lien Trademark Security Agreement (Executed)#page3.tif
- source=4. TriMark - First Lien Trademark Security Agreement (Executed)#page4.tif

FIRST 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 First 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 First 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.

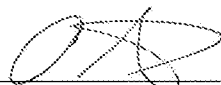
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement 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

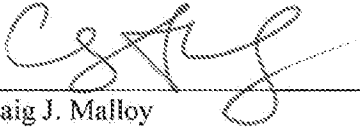
**HOCKENBERGS EQUIPMENT AND SUPPLY  
CO., INC.  
TRIMARK USA, LLC,**  
each as a Grantor

By:  \_\_\_\_\_  
Name: Otis Carter  
Title: Secretary

[Signature Page to First Lien Trademark Security Agreement]

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