

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459167

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900433346

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SOK Venture LLC		12/22/2017	Limited Liability Company: MICHIGAN

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	38 Fountain Square Plaza
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	Bank: OHIO

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	1074172	OLGA
Registration Number:	2159222	JUST ABOUT
Registration Number:	2230135	IT'S THE FOOD
Registration Number:	2588094	OLGA'S KITCHEN
Registration Number:	2748283	SUNCOAST SMOOTHIES
Registration Number:	3479783	OLGA'S KITCHEN
Registration Number:	3471315	OLGA'S KITCHEN
Registration Number:	3467554	
Registration Number:	4021997	OLGA'S K I T C H E N
Registration Number:	4491440	
Registration Number:	4327458	OLGASAUCE
Registration Number:	4021998	THE ORIGINAL OLGA
Registration Number:	4022000	THE OLGA SALAD
Registration Number:	4022001	OLGA'S SNACKERS
Registration Number:	4021995	OLGA'S
Registration Number:	4021996	OLGA'S KITCHEN
Registration Number:	5185478	OLGA'S KITCHEN
Serial Number:	87621257	"IT'S NOT A SANDWICH IT'S AN OLGA

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87155457	DETROIT BORN & BREAD
CORRESPONDENCE DATA		
Fax Number:	6023826070	
<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:	6023826000	
Email:	sschahn@swlaw.com	
Correspondent Name:	Snell & Wilmer L.L.P.	
Address Line 1:	400 E. Van Buren St.	
Address Line 4:	Phoenix, ARIZONA 85004-2202	
ATTORNEY DOCKET NUMBER:	70529.00022	
NAME OF SUBMITTER:	Todd V. Jones	
SIGNATURE:	/Todd V. Jones/	
DATE SIGNED:	01/24/2018	
Total Attachments: 6		
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 22, 2017, is made by SOK VENTURE LLC, a Michigan limited liability company ("Grantor"), in favor of FIFTH THIRD BANK ("FTB"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 22, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the other Credit Parties party thereto, the Lenders from time to time party thereto and FTB, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is a party to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as the same may be amended, restated, supplemented and/or modified from time to time, the "Guaranty and Security Agreement") and is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral");

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all

rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

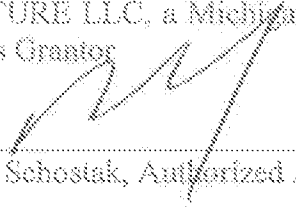
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

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

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

SOK VENTURE LLC, a Michigan limited liability company, as Grantor

By: 
Mark S. Schostak, Authorized Agent

ACCEPTED AND AGREED
as of the date first above written:

FIFTH THIRD BANK, as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, 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.

SOK VENTURE LLC, a Michigan limited liability company, as Grantor

By: _____
Mark S. Schostak, Authorized Member

ACCEPTED AND AGREED
as of the date first above written:

FIFTH THIRD BANK, as Agent

By: [Signature]
Name: Yasmeen Fayez
Title: Vice President

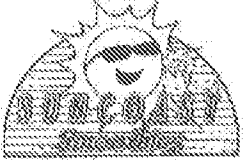

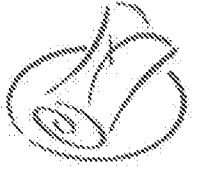

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

U.S. Patent Applications/ Registrations

None

U.S. Trademark Applications/ Registrations

Trademark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Owner
OLGA	U.S.	73/108,540 12/06/1976	1,074,172 09/27/1977	SOK Venture LLC
JUST ABOUT	U.S.	74/665,619 04/29/1995	2,159,222 05/19/1998	SOK Venture LLC
IT'S THE FOOD	U.S.	75/327,974 07/21/1997	2,230,135 03/09/1999	SOK Venture LLC
OLGA'S KITCHEN	U.S.	76/260,185 05/21/2001	2,588,094 07/02/2002	SOK Venture LLC
	U.S.	76/316,903 09/25/2001	2,748,283 08/05/2003	SOK Venture LLC
	U.S.	77/341,138 11/30/2007	3,479,783 08/05/2008	SOK Venture LLC
Olga's KITCHEN	U.S.	77/341,203 11/30/2007	3,471,315 07/22/2008	SOK Venture LLC
	U.S.	77/341,284 11/30/2007	3,467,554 07/15/2008	SOK Venture LLC
	U.S.	85/202,860 12/21/2010	4,021,997 09/06/2011	SOK Venture LLC

4819-7625-5833

Trademark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Owner
	U.S.	85/203,058 12/21/2010	4,491,440 03/04/2014	SOK Venture LLC
OLGASAUCE	U.S.	85/695,801 08/06/2012	4,327,458 04/30/2013	SOK Venture LLC
THE ORIGINAL OLGA	U.S.	85/202,925 12/21/2010	4,021,998 09/06/2011	SOK Venture LLC
THE OLGA SALAD	U.S.	85/202,965 12/21/2010	4,022,000 09/06/2011	SOK Venture LLC
OLGA'S SNACKERS	U.S.	85/203,028 12/21/2010	4,022,001 09/06/2011	SOK Venture LLC
OLGA'S	U.S.	85/202,781 12/21/2010	4,021,995 09/06/2011	SOK Venture LLC
OLGA'S KITCHEN	U.S.	85/202,822 12/21/2010	4,021,996 09/06/2011	SOK Venture LLC
	U.S.	87/156,815 08/31/2016	5,185,478 04/18/2017	SOK Venture LLC
	U.S.	87/621,257 09/25/2017	N/A	SOK Venture LLC
DETROIT BORN & BREAD	U.S.	87/155,457 09/30/2016		SOK Venture LLC