CH \$115.00 876£

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM457894

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Culinarte' Marketing Group, LLC		01/12/2018	Limited Liability Company: WISCONSIN

RECEIVING PARTY DATA

Name:	Maranon Capital, L.P., as Administrative Agent		
Street Address:	303 W Madison St., Suite 2500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	87659031	BONEWERKS CULINARTE'
Serial Number:	87659025	BONEWERKS CULINARTE'
Serial Number:	87659018	BONEWERKS CULINARTE'
Serial Number:	87659014	BONEWERKS CULINARTE'

CORRESPONDENCE DATA

Fax Number: 3125774565

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: 312-577-8265

Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 West Monroe

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	339494-97
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	01/12/2018

Total Attachments: 5

source=maranon culinarte trademark security agreement#page1.tif

TRADEMARK REEL: 006248 FRAME: 0732

900435390

source=maranon culinarte trademark security agreement#page2.tif
source=maranon culinarte trademark security agreement#page3.tif
source=maranon culinarte trademark security agreement#page4.tif
source=maranon culinarte trademark security agreement#page5.tif

TRADEMARK REEL: 006248 FRAME: 0733

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is made as of January 12, 2018, by and between CULINARTE' MARKETING GROUP, LLC ("*Grantor*"), and MARANON CAPITAL, L.P., in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, "*Grantee*"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement (defined below).

WHEREAS, Grantor and Grantee have entered into a Pledge and Security Agreement, dated January 12, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Pledge and Security Agreement*"), pursuant to which Grantor has granted Grantee a security interest in the Collateral for the benefit of the Lender Parties; and

WHEREAS, Grantor is the owner of the trademark registrations and applications for trademark registrations listed on the attached <u>Schedule A</u> (the "*Trademarks*"); and

WHEREAS, Grantor and Grantee wish to enter this Trademark Security Agreement in conjunction with the security interest in the Collateral granted by Grantor to Grantee for the benefit of the Lender Parties under the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree that:

- 1. Grantor hereby pledges and grants to Grantee for the benefit of the Lender Parties a continuing security interest in all of Grantor's right, title and interest in and to the Trademarks solely for the purpose of securing Grantor's payment, performance and observance of the Secured Obligations pursuant to and under the Pledge and Security Agreement. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" application for trademark registration for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted.
- 2. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral (including the Trademarks) are more fully set forth in the Pledge and Security 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 Trademark Security Agreement and the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.
- 3. Upon the Payment in Full of the Obligations, Grantee shall promptly execute, acknowledge and deliver to Grantor an instrument in writing in recordable form and reasonably acceptable to Grantor releasing the security interest in the Trademarks granted under this Trademark Security Agreement.
- 4. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

TRADEMARK REEL: 006248 FRAME: 0734 [Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Trademark Security Agreement to be duly executed by their respective officers thereunto duly authorized as of the date first set forth above.

By:
Name: Deficie J. Hopkin
Title: President and Treasurer

MARANON CAPITAL, L.P.,
as Administrative Agent,

By:
Name:
Title:
Title:

IN WITNESS WHEREOF, Grantor and Grantee have caused this Trademark Security Agreement to be duly executed by their respective officers thereunto duly authorized as of the date first set forth above.

CULINARTE' MARKETING GROUP, LLC, as Grantor

By:	***************************************
Name: Daniel J. Honkin	

Title: President and Treasurer

MARANON CAPITAL, L.P.,

as Administrative Agent,

Name: Robert E. Kircher III

Title: Managing Director

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date
BONEWERKS CULINARTE'	Wisconsin	N/A	12/20/2017	20170003733	12/20/2017

2. TRADEMARK APPLICATIONS

Mark	Jurisdiction	Application	Application	Registration	Registration
DOMENTEDIO	TICA	No.	Date 10/25/2017	No.	Date
BONEWERKS	USA	87659031	10/25/2017	N/A	N/A
CULINARTE'					
BONEWERKS	USA	87659025	10/25/2017	N/A	N/A
CULINARTE'					
BONEWERKS	USA	87659018	10/25/2017	N/A	N/A
CULINARTE'					
BONEWERKS	USA	87659014	10/25/2017	N/A	N/A
CULINARTE'					

-4-

RECORDED: 01/12/2018

TRADEMARK REEL: 006248 FRAME: 0738