

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463911

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BEST FOOD SERVICES, LLC		02/28/2018	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	COMMERCIAL LOAN SERVICE CENTER/DCC		
Internal Address:	500 FIRST AVENUE		
City:	PITTSBURGH		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3242967	ALWAYS THE BEST	
Registration Number:	4458099	CHUI HO BROCCOLI	
Registration Number:	4442989	ASIAWIN	
Registration Number:	3240460	BEST FOOD SERVICES INC	
Registration Number:	4592989	TAI FA CAI	
Registration Number:	4453914	ALWAYS THE BEST	
Registration Number:	5094389	ELITE	
Registration Number:	5044495	YEN	
Registration Number:	4442525	TUAN MEI	
Registration Number:	4453255	HONG KONG CHEF KING	
Serial Number:	87525031	CHUI HO	
CORRESPONDENCE DATA			
Fax Number:	2158325767		
<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:	215-569-5767		
Email:	perry@blankrome.com		
Correspondent Name:	David M. Perry		

OP \$290.00 3242967

Address Line 1: Blank Rome LLP
Address Line 2: One Logan Square
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-01841
NAME OF SUBMITTER:	David M. Perry (074658-01841)
SIGNATURE:	/David M. Perry/
DATE SIGNED:	03/01/2018

Total Attachments: 10
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**AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of this February 28, 2018 by **BEST FOOD SERVICES LLC**, a limited liability company organized under the laws of the State of Illinois (formerly known as Best Food Services Inc.) (“Grantor”), in favor of **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as agent (“Agent”) for the Lenders (as defined below).

W I T N E S S E T H

WHEREAS, Grantor has entered into that certain Amended and Restated Revolving Credit and Security Agreement with Agent, United Ventures Specialty Food LLC, a limited liability company organized under the laws of the State of Delaware (“United Ventures”), ABC Food Trading LLC, a limited liability company organized under the laws of the State of Texas (formerly known as ABC Food Trading, Inc.) (“ABC”), Midwest Food Services LLC, a limited liability company organized under the laws of the State of Illinois (formerly known as Midwest Food Services Corp.) (“Midwest Food”), Empire Trading Investment, LLC, a limited liability company organized under the laws of the State of Georgia (“Empire”, and together with Grantor, United Ventures, ABC, Midwest Food, and each Person joined thereto as a borrower from time to time, each, a “Borrower”, and collectively, the “Borrowers”) and the financial institutions party thereto from time to time as lenders (the “Lenders”), dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the “Loan Agreement”), providing for certain extensions of credit to be made to Borrowers by Lenders; and

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in certain of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor’s trademarks and all products and proceeds thereof, to secure the payment of all Obligations under and as defined in the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its grant pursuant to the Loan Agreement of a continuing security interest in Grantor’s entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

- (i) each trademark and trademark application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the “Trademarks”),

together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks without the prior written consent of Agent.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks listed on Schedule I attached hereto constitute all trademarks and trademark applications owned or registered to Grantor as of the date of this Agreement.

5. Termination. This Agreement shall continue in effect until all of the Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

6. Amendment and Restatement. As of the date hereof, the terms, conditions, schedules, agreements, covenants, representations and warranties in that certain Trademark Security Agreement dated as of August 23, 2011, among Grantor, A.B.C. (America) Inc. and Agent are hereby amended and restated in their entirety, and as so amended and restated, replaced and superseded, by the terms, conditions, agreements, covenants, representations and warranties set forth in this Agreement.

[signatures to appear on following page]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

BEST FOOD SERVICES LLC

By: 

Name: Eric Kwok


Title: Manager

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006282 FRAME: 0087

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Emmet Wong
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

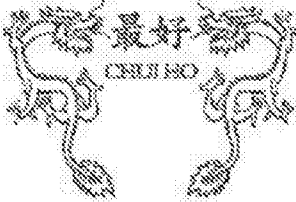
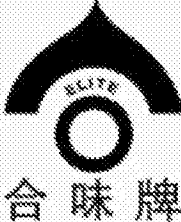



TRADEMARK
REEL: 006282 FRAME: 0088

SCHEDULE 1

Trademark Registrations and Applications:

Mark	Owner	Reg. No. (App. No.)	Reg. Date (App. Date)
	Best Food Services Inc.	3,242,967	5/15/2007
	Best Food Services Inc.	4,458,099	12/31/2013
	Best Food Services Inc.	4,442,989	12/3/2013
	Best Food Services Inc.	3,240,460	5/8/2007
	Best Food Services Inc.	4,592,989	8/26/2014
	Best Food Services Inc.	4,453,914	12/24/2013

[ACKNOWLEDGEMENT TO TRADEMARK SECURITY AGREEMENT]

Mark	Owner	Reg. No. (App. No.)	Reg. Date (App. Date)
	Best Food Services Inc.	(87/525,031)	(7/12/2017)
	Best Food Services Inc.	5,094,389	12/6/2016
	Best Food Services Inc.	5,044,495	9/20/2016
	Best Food Services Inc.	4,442,525	12/3/2013
	Best Food Services Inc.	4,453,255	12/24/2013

POWER OF ATTORNEY

BEST FOOD SERVICES LLC, a limited liability company organized under the laws of the State of Illinois (formerly known as Best Food Services Inc.) (“Grantor”), hereby authorizes **PNC BANK, NATIONAL ASSOCIATION**, its successors and assigns, and any officer or agent thereof (collectively, “Agent”), as agent for the Lenders (as defined below) under that certain Amended and Restated Revolving Credit and Security Agreement among Grantor, United Ventures Specialty Food LLC, a limited liability company organized under the laws of the State of Delaware (“United Ventures”), ABC Food Trading LLC, a limited liability company organized under the laws of the State of Texas (formerly known as ABC Food Trading, Inc.) (“ABC”), Midwest Food Services LLC, a limited liability company organized under the laws of the State of Illinois (formerly known as Midwest Food Services Corp.) (“Midwest Food”), Empire Trading Investment, LLC, a limited liability company organized under the laws of the State of Georgia (“Empire”, and together with United Ventures, Grantor, ABC, Midwest Food, and each Person joined thereto as a borrower from time to time, each, a “Borrower”, and collectively, the “Borrowers”), the financial institutions which are now or which hereafter become a party thereto as lenders (the “Lenders”) and Agent, dated as of February 28, 2018 (as it may hereafter be amended, modified, restated or replaced from time to time, the “Loan Agreement”), during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Amended and Restated Trademark Security Agreement between Grantor and Agent dated as of February 28, 2018 (as it may hereafter be supplemented, restated, superseded, amended or replaced, the “Trademark Security Agreement”), including, without limitation, the power to record its interest in any Trademarks (as defined in the Trademark Security Agreement) or additional trademarks of Grantor in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor, a supplement to the Trademark Security Agreement, to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute on behalf of Grantor, a Trademark, in each case subject to the terms of the Trademark Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Amended and Restated Trademark Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Trademark Security Agreement.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

BEST FOOD SERVICES LLC

By: 

Name: Eric Kwok

Title: Manager

[SIGNATURE PAGE TO POWER OF ATTORNEY]

TRADEMARK
REEL: 006282 FRAME: 0093

