

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468564

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Subordinated Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Adams Extract & Spice, LLC		12/20/2017	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Valesco Commerce Street Capital, L.P.		
Street Address:	325 N. Saint Paul Street, Suite 3700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2918704	CLEARVAN	
Registration Number:	2941343	ADAMS BEST	
Registration Number:	2996551	ADAMS	
Registration Number:	3003329	ADAMS EXTRACT	
Registration Number:	3101308	COCINA DEL REY	
Registration Number:	3413874	CARNICERIA	
Registration Number:	3602926	LIQUID = POWDER	
Registration Number:	3570985	SEAR-N-CRUST	
Registration Number:	3392845	ADAMS RESERVE	
Registration Number:	3980991	CULINARY TONIGHT	
Serial Number:	87547294	ADAMS URBAN CANNER	
Serial Number:	87666407	ADAM'S TEXAS LEGACY	
CORRESPONDENCE DATA			
Fax Number:	2022987570		
<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:	202-625-3500		
Email:	kattendctm@kattenlaw.com		
Correspondent Name:	Sean Wooden - Katten Muchin Rosenman LLP		

CH \$315.00 2918704

Address Line 1: 2900 K Street, NW
Address Line 2: North Tower, Suite 200
Address Line 4: Washington, D.C. 20007-5118

ATTORNEY DOCKET NUMBER:	390873-00001
NAME OF SUBMITTER:	Sean S. Wooden
SIGNATURE:	/SSW/
DATE SIGNED:	04/04/2018

Total Attachments: 6

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SUBORDINATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SUBORDINATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of December 18, 2017, is made by Adams Extract & Spice, LLC, a Texas limited liability company (the "Grantor"), in favor of Valesco Commerce Street Capital, L.P., a Delaware limited partnership (the "Secured Party").

WHEREAS, Grantor and Central Texas Ingredients I, L.L.C. have entered into a Subordinated Term Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the Secured Party. Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, as a condition precedent to the making of the loans or other credit extensions by the Secured Party under the Loan Agreement, the Grantor has executed and delivered in favor of the Secured Party that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party, a security interest in, among other property, all intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section I. Grant of Security. The Grantor hereby grants to the Secured Party, a security interest in all of the Grantor's right, title and interest in and to the following (the "Collateral"):

(i) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "Trademarks");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all Indebtedness of the Grantor, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Section 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

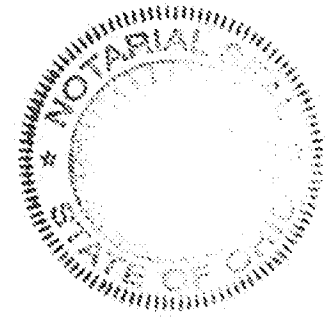
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IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ADAMS EXTRACT & SPICE, LLC,
a Texas limited liability company

By: [Signature]
Daniel Shannon
President and Chief Executive Officer

Address for Notices:
3217 Johnson Road
Gonzales, Texas 78629



ACKNOWLEDGMENT

STATE OF ~~TEXAS~~ OHIO
HAMILTON SS
COUNTY OF GONZALES :

Before me, the undersigned, a Notary Public, on this 20 day of December, 2017, personally appeared Daniel Shannon, to me known personally, who, being by me duly sworn, did say that he is the President and Chief Executive Officer of Adams Extract & Spice, LLC, a Texas limited liability company, the Grantor, and that said Intellectual Property Security Agreement was signed on behalf of the Grantor, by authority of its managing member, and the said Daniel Shannon acknowledged said instrument to be his free act and deed.

[Signature]
HANSARSOON GHATGEAN
Notary Public, State of Ohio
My Commission Expires 02-11-2011
Notary Public

My Commission Expires: FEB 2011

SCHEDULE A


PATENTS

None.

SCHEDULE B
TRADEMARKS

[See Attached]

**ADAMS EXTRACT & SPICE, LLC
TRADEMARK SUMMARY**

Mark	USPTO Registration No.	Registration Date	Registrant
CLEARVAN	2,918,704	January 18, 2005	Adams Extract & Spice, LLC
ADAMS BEST	2,941,343	April 19, 2005	Adams Extract & Spice, LLC
ADAMS	2,996,551	September 20, 2005	Adams Extract & Spice, LLC
ADAMS EXTRACT	3,003,329	October 4, 2005	Adams Extract & Spice, LLC
COCINA DEL REY (The King of King's Kitchen)	3,101,308	June 6, 2006	Adams Extract & Spice, LLC
CARNICERIA	3,413,874	April 22, 2008	Assigned from Central Texas Ingredients, Inc. August 21, 2012 Reel/Frame 4846/0867
LIQUID POWDER & DESIGN	3,602,926	April 7, 2009	Adams Extract & Spice, LLC
SEAR-N-CRUST	3,570,985	February 10, 2009	Adams Extract & Spice, LLC
ADAMS RESERVE	3,392,845	March 4, 2008	Adams Extract & Spice, LLC
CULINARY TONIGHT & DESIGN	3,980,991	June 21, 2011	Adams Extract & Spice, LLC
			
ADAMS URBAN CANNER	Serial No: 87547294	July 28, 2017	Adams Extract & Spice, LLC
ADAMS TEXAS LEGACY	Serial No: 87666407	October 31, 2017	Adams Extract & Spice, LLC