

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480089

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Imperial Trading Co., LLC		06/29/2018	Limited Liability Company: LOUISIANA
S. Abraham & Sons, Inc.		06/29/2018	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	2100 Ross Avenue, Suite 1850		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4448128	HEARTY CHOICE	
Registration Number:	4263224	IMPERIAL	
Registration Number:	5134703	IMPERIAL	
Registration Number:	5229166	MORE FOR YOUR STORE	
Registration Number:	2568084	WE DO MORE FOR YOUR STORE	
Registration Number:	1942197	SAS	
Registration Number:	1940648	SAS	
Registration Number:	3604796	HOT OFF THE GRILL!	
Registration Number:	4108877	NEXGEN	
Registration Number:	4176494	FRUIT RIDGE FARMS	
Registration Number:	4176495	FRUIT RIDGE FARMS QUALITY FRESH	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,brittany.fox@hklaw.com		
Correspondent Name:	Holland & Knight LLP		

OP \$290.00 4448128

Address Line 1: 10 St. James Avenue
Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER: Susan C. DiNicola

SIGNATURE: /Susan C. DiNicola/

DATE SIGNED: 06/29/2018

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “IP Security Agreement”) dated as of June 29, 2018, is made by the Persons listed on the signature page hereof (individually, each a “Grantor” and collectively, jointly and severally, the “Grantors”) in favor of PNC BANK, NATIONAL ASSOCIATION, as a lender and as Agent for the Lenders party from time to time to the Credit Agreement referred to below (together with its successors and assigns in such capacity, “Agent”).

WHEREAS, HARRISON COMPANY, L.L.C., a Louisiana limited liability company (“Harrison”), IMPERIAL TRADING CO., L.L.C., a Louisiana limited liability company (“Imperial”), GRAD, INC., a Michigan corporation (“GRAD”), S. ABRAHAM & SONS, INC., a Michigan corporation (“Abraham”), SUPERIOR DISTRIBUTION SERVICES, LLC, a Michigan limited liability company (“SDS”), and each Person joined thereto as a borrower from time to time (collectively, with Harrison, Imperial, GRAD, Abraham and SDS, the “Borrowers”, and each a “Borrower”), have entered into a Second Amended and Restated Revolving Credit and Security Agreement, dated as of the date hereof, with Agent, PNC CAPITAL MARKETS, as lead arranger (“Lead Arranger”) and sole bookrunner for the Lenders and the Lenders party thereto (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “Credit Agreement”). Capitalized terms used but not defined herein shall have the meanings specified in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement and the Other Documents, each Grantor has granted to Agent, for the benefit of the Lenders, a security interest in, among other property, all Intellectual Property of such Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and other Governmental Bodies.

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

SECTION 1. **Definitions**. The following terms have the meanings set forth below:

(a) “Trademarks” shall mean one or all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints, and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof, (ii) all reissues, extensions, or renewals thereof and (iii) the goodwill associated with or symbolized by any of the foregoing.

(b) “Trademark License” shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: any written agreement granting any right to use any Trademark or Trademark registration, in each case to the extent assignable by such Grantor; provided, that, Grantor has identified on Schedule B attached hereto whether or not any of Grantor’s Trademarks or Trademark registrations are not assignable.

SECTION 2. **Grant of Security**. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a security interest in all of such Grantor’s right, title, and interest in and to the following (the “Collateral”):

(i) all of its Trademarks and all Trademark Licenses to which it is a party (excluding, however any Trademark applications solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications), including, but not limited to, those set forth on Schedule A hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(ii) 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 such Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury 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

(iv) any and all products and 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 3. **Security for Obligations**. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, 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 4. **Recordation**. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable Governmental Body record this IP Security Agreement.

SECTION 5. **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 6. **Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 7. **Governing Law.** This IP Security Agreement shall be governed by, and construed and interpreted in accordance with the internal laws of the State of New York without giving effect to the conflict of laws principles (other than section 5-1401 and 5-1402 of the New York general obligations law).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each 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.

GRANTORS:

IMPERIAL TRADING CO., LLC., a Louisiana corporation

By: 

Name: Wayne M. Baquet, Jr.

Title: President

S. ABRAHAM & SONS, INC., a Michigan corporation

By: 

Name: Wayne M. Baquet, Jr.

Title: President

[Signature Page to IP Security Agreement]

#57732766

TRADEMARK
REEL: 006368 FRAME: 0774

SCHEDULE A

TRADEMARKS AND TRADEMARK LICENSES

<u>Trademark</u>	<u>Number</u>	<u>Date</u>	<u>Company/ Subsidiary</u>
HEARTY CHOICE	4448128	12/10/2013	Imperial Trading Co., LLC
IMPERIAL	4263224	12/25/2012	Imperial Trading Co., LLC
IMPERIAL LOGO	5134703	01/31/2017	Imperial Trading Co., LLC
MORE FOR YOUR STORE	5229166	06/20/2017	Imperial Trading Co., LLC
WE DO MORE FOR YOUR STORE	2568084	05/07/2002	Imperial Trading Co., LLC
SAS	1942197	12/19/1995	S. Abraham & Sons, Inc.
SAS and design	1940648	12/12/1995	S. Abraham & Sons, Inc.
HOT OFF THE GRILL! and design	3604796	4/14/2009	S. Abraham & Sons, Inc.
NEXGEN	4108877	3/6/2012	S. Abraham & Sons, Inc.
Fruit Ridge Farms	4176494	7/17/2012	S. Abraham & Sons, Inc.
Fruit Ridge Farms Quality Fresh Logo	4176495	7/17/2012	S. Abraham & Sons, Inc.