

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM483711

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mother's Market & Kitchen, Inc.		07/26/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Garrison Loan Agency Services LLC		
Street Address:	1290 Avenue of the Americas, Suite 914		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10104		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1440871	MOTHER'S MARKET & KITCHEN	
Registration Number:	4351038	MOTHER'S MARKET & KITCHEN	
Registration Number:	4668030	MOTHER'S KITCHEN	
Registration Number:	4712868	MOTHER'S MARKET	
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,khyshboo.patel@hklaw.com,Tyson.Wanjura@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
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:	07/27/2018		
Total Attachments: 6			
source=Mother_Market_TrademarkSecurityAgreement#page1.tif			
source=Mother_Market_TrademarkSecurityAgreement#page2.tif			

OP \$115.00 1440871

source=Mother_Market_TrademarkSecurityAgreement#page3.tif
source=Mother_Market_TrademarkSecurityAgreement#page4.tif
source=Mother_Market_TrademarkSecurityAgreement#page5.tif
source=Mother_Market_TrademarkSecurityAgreement#page6.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 26, 2018, by the undersigned (the "Grantor"), in favor of GARRISON LOAN AGENCY SERVICES LLC ("GLAS"), in its capacity as Agent for the Lenders (defined below) (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan, Guaranty and Security Agreement, dated as of even date herewith (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among MRMMK HOLD CO., a Delaware corporation ("Holdings"), MOTHER'S MARKET & KITCHEN, INC., a Delaware corporation ("Initial Borrower"), together with any other Person joined thereto as a borrower from time to time, collectively, the "Borrowers", and each, a "Borrower", certain subsidiaries of Holdings party thereto from time to time as Guarantors, the financial institutions which are now or which hereafter become a party thereto as lenders (collectively, the "Lenders" and each individually a "Lender") and Agent, the Lenders have agreed to make Advances for the benefit of Borrower; and

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of the Secured Parties, this Agreement;

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

1. DEFINED TERMS. Unless otherwise noted, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement, and this Agreement shall be subject to the rules of construction set forth in Section 1.4 of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the payment and performance of the Obligations under the Loan Agreement, the Grantor hereby grants to Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor's rights, title and interests in, to and under the following, whether now owned or presently existing or hereafter created or acquired all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, (i) the registrations and applications listed on Schedule I attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) subject to the Loan Agreement, all products and proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit (collectively, the "Trademark Collateral").

Notwithstanding the foregoing, the security interest granted herein does not include any "intent to use" trademark applications for which a statement of use or amendment to allege use has not been filed and accepted by the United States Patent and Trademark Office pursuant to 15 U.S.C. Section 1060(a) (or any successor provision); provided that, upon such acceptance, such intent-to-use trademark application shall automatically be considered Trademark Collateral.

3. LOAN AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. REPRESENTATIONS AND WARRANTIES. The Grantor hereby represents and warrants that the trademarks and trademark applications listed on Schedule I attached hereto constitute all U.S. federally registered trademarks and trademark applications registered to the Grantor as of the date of this Agreement.

5. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Facsimile or portable document format (.pdf) signatures or any other electronic transmission of a signature hereto shall be effective as originals.

6. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 12.3 AND 17.1 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

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

GRANTOR:

**MOTHER'S MARKET & KITCHEN,
INC., a Delaware corporation**

By: 

Name: Justin C. Jacobs

Title: Sole Director, Authorized Signatory

[Signature Page to Mother's Market Trademark Security Agreement]

TRADEMARK
REEL: 006393 FRAME: 0753

ACCEPTED AND ACKNOWLEDGED BY:

GARRISON LOAN AGENCY SERVICES LLC,
as Agent

By: 

Name:

Matthew J Lambert

Title:




Vice President

[Signature Page to Mother's Market Trademark Security Agreement]

TRADEMARK
REEL: 006393 FRAME: 0754

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS:

Grantor	Country	Mark	Application/Registration No.	App/Reg Date
Mother's Market & Kitchen, Inc. (f/k/a MRMMK Co.)	China		10449805	4/4/2015
Mother's Market & Kitchen, Inc. (f/k/a MRMMK Co.)	United States		1,440,871	5/26/87
Mother's Market & Kitchen, Inc. (f/k/a MRMMK Co.)	United States (California)		72686B	4/2/84
Mother's Market & Kitchen, Inc. (f/k/a MRMMK Co.)	United States	MOTHER'S MARKET & KITCHEN	4,351,038	6/11/13

Mother's Market & Kitchen, Inc. (f/k/a MRMMK Co.)	United States	MOTHER'S KITCHEN	4,668,030	1/6/15
Mother's Market & Kitchen, Inc. (f/k/a MRMMK Co.)	United States	MOTHER'S MARKET	4,712,868	3/31/15