

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487373

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Patent and Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kettle Cuisine, LLC		08/24/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BNP Paribas, as Administrative Agent		
Street Address:	787 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Société Anonyme (Sa): FRANCE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3717891	KETTLE CUISINE	
Registration Number:	3724795	EAT SOUP. FEEL GOOD.	
Registration Number:	4002152	KETTLE CUISINE	
Registration Number:	4606215	THE SOUP PROJECT	
Registration Number:	4950101	WILD STOCK SOUP	
Registration Number:	4950102	WILD STOCK SOUP	
Registration Number:	5178117	FARM AND KETTLE	
Registration Number:	5219305	WILD STOCK	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	049018-0101		
NAME OF SUBMITTER:	Rhonda DeLeon		

OP \$215.00 3717891

SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	08/24/2018
Total Attachments: 10 source=Project Combo - First Lien Patent and Trademark Security Agreement Executed#page1.tif source=Project Combo - First Lien Patent and Trademark Security Agreement Executed#page2.tif source=Project Combo - First Lien Patent and Trademark Security Agreement Executed#page3.tif source=Project Combo - First Lien Patent and Trademark Security Agreement Executed#page4.tif source=Project Combo - First Lien Patent and Trademark Security Agreement Executed#page5.tif source=Project Combo - First Lien Patent and Trademark Security Agreement Executed#page6.tif source=Project Combo - First Lien Patent and Trademark Security Agreement Executed#page7.tif source=Project Combo - First Lien Patent and Trademark Security Agreement Executed#page8.tif source=Project Combo - First Lien Patent and Trademark Security Agreement Executed#page9.tif source=Project Combo - First Lien Patent and Trademark Security Agreement Executed#page10.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of August 24, 2018 (this "Agreement"), among the signatories hereto (each, a "Patent/Trademark Grantor") and BNP Paribas ("BNP Paribas"), as Administrative Agent.

Reference is made to (a) the First Lien Credit Agreement, dated as of August 24, 2018 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among KC Culinarte Intermediate, LLC, a Delaware limited liability company (the "Borrower"), KC Culinarte Corp., a Delaware corporation ("Holdings"), the Lenders from time to time party thereto and BNP Paribas, as Administrative Agent, and (b) the First Lien Guarantee and Collateral Agreement, dated as of August 24, 2018 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other Subsidiary Loan Parties from time to time party thereto and BNP Paribas, as Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Patent/Trademark Grantor party hereto (other than the Borrower) is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Patent/Trademark Grantor pursuant to the Collateral Agreement did, and each Patent/Trademark Grantor hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Patent/Trademark Grantor or in, to or under which such Patent/Trademark Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

(a)(i) all letters patent of the United States of America, all registrations and recordings thereof, and all applications for letters patent of the United States of America, including registrations, recordings and pending applications in the United States Patent and Trademark Office, including those listed on Schedule I, and (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein; and

(b)(i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including

registrations and registration applications in the United States Patent and Trademark Office, and all extensions or renewals thereof, including those listed on Schedules II, III, IV, V and VI, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill; provided that the Patent and Trademark Collateral shall not include any Excluded Property.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Patent/Trademark Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Collateral 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 Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

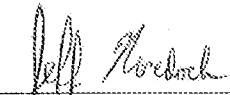
SECTION 5. Incorporation By Reference. The provisions of Sections 7.02, 7.04, 7.05, 7.08 and 7.09 of the Collateral Agreement are hereby incorporated into this Supplement, mutatis mutandis, and each party hereto agrees to be bound thereby, as if fully set forth herein.

SECTION 6. Recordation. The parties hereto authorize and request that the Commissioner for Patents and the Commissioner for Trademarks, as applicable, of the United States Patent and Trademark Office and any other applicable Governmental Authority record this Agreement.

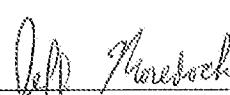
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

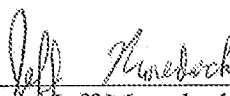
KETTLE CUISINE, LLC, as
a Patent/Trademark Grantor,

by 
Name: Jeff Moredock
Title: Vice President

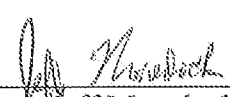
KETTLE NW, LLC, as
a Patent/Trademark Grantor,

by 
Name: Jeff Moredock
Title: Vice President

DEL MONACO FOODS, LLC, as
a Patent/Trademark Grantor,

by 
Name: Jeff Moredock
Title: Vice President

SAVORY CREATIONS
INTERNATIONAL, INC., as
a Patent/Trademark Grantor,


by 
Name: Jeff Moredock
Title: Vice President

CULINARTE' MARKETING GROUP,
LLC, as
a Patent/Trademark Grantor,

by 
Name: Jeff Moredock
Title: Vice President

[Signature Pages Continue]

BNP PARIBAS, as
Administrative Agent.

by 
Name: Charles Romano
Title: Director

by 
Name: Kwang Kyun Choi
Title: Vice President

SCHEDULE I

Patents Owned by Patent/Trademark Grantors

U.S. Patent Registrations

None.

U.S. Patent Applications

None.

SCHEDULE II

Trademarks Owned by Kettle Cuisine, LLC

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
KETTLE CUISINE	3717891	12/01/2009
EAT SOUP. FEEL GOOD.	3724795	12/15/2009
KETTLE CUISINE AND DESIGN	4002152	07/26/2011
THE SOUP PROJECT AND DESIGN	4606215	09/16/2014
WILD STOCK SOUP	4950101	05/03/2016
WILD STOCK SOUP AND DESIGN	4950102	05/03/2016
FARM AND KETTLE	5178117	04/04/2017
WILD STOCK AND DESIGN	5219305	06/06/2017

U.S. Trademark Applications

None.

SCHEDULE III

Trademarks Owned by Kettle NW, LLC

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SOUP SUPREME AND DESIGN	1527173	02/28/1989
MAIN COURSE	2363214	06/27/2000
SCRATCH RECIPE	3693273	10/06/2009
SOUP SELECT	4656925	12/16/2014
CHILI SUPREME	4888664	01/19/2016

U.S. Trademark Applications

None.

SCHEDULE IV

Trademarks Owned by Del Monaco Foods, LLC

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Expiration Date</u>
DEL MONACO SPECIALTY FOODS	4630891	11/04/2014
DEL MONACO SPECIALTY FOODS	4635367	11/11/2014
DEL MONACO FOODS AND DESIGN	4741674	05/26/2015


U.S. Trademark Applications

None.

SCHEDULE V

Trademarks Owned by Savory Creations International, Inc.

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
	4017113	08/23/2011
SAVORY CHOICE	5457894	05/01/2018

U.S. Trademark Applications

None.

SCHEDULE VI

Trademarks Owned by CulinArte' Marketing Group, LLC

U.S. Trademark Registrations

None.

U.S. Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
BONEWERKS CULINARTE'	87659031	10/25/2017
BONEWERKS CULINARTE'	87659025	10/25/2017
BONEWERKS CULINARTE'	87659018	10/25/2017
BONEWERKS CULINARTE'	87659014	10/25/2017