

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490572

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Grove, Inc.		09/07/2018	Corporation: LOUISIANA
RECEIVING PARTY DATA			
Name:	Star Foods, L.L.C.		
Street Address:	1010 Lake Street, Suite 201		
City:	Oak Park		
State/Country:	ILLINOIS		
Postal Code:	60301		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4061849	FRESH MARKET ON THE GO	
Registration Number:	4061852	FRESH MARKET ON THE GO	
Registration Number:	3818226	GROVE	
Registration Number:	3818227	GROVE	
Registration Number:	3818225	GROVE	
Registration Number:	3818132	HAVE FUN, LIVE LIFE, EAT RIGHT!	
Registration Number:	3818140	HAVE FUN, LIVE LIFE, EAT RIGHT!	
Registration Number:	3251624	HAVE FUN. LIVE LIFE. EAT RIGHT.	
Registration Number:	4218801	TGI THE GROVE, INC YOUR CONCOURSE FOOD S	
Registration Number:	4455616	TGI YOUR CONCOURSE FOOD SOURCE	
Registration Number:	4335852	LUCKY STREAK AT LAS	
CORRESPONDENCE DATA			
Fax Number:	3122076400		
<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:	312-207-1000		
Email:	ipdocket-chi@reedsmith.com		
Correspondent Name:	Matthew R. Limbert		
Address Line 1:	10 South Wacker Drive		
Address Line 2:	Reed Smith, LLP		

OP \$290.00 4061849

TRADEMARK

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER: Matthew R. Limbert

SIGNATURE: /Matthew R. Limbert/

DATE SIGNED: 09/19/2018

Total Attachments: 11

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS PATENT AND TRADEMARK SECURITY AGREEMENT, THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY, AND ANY LIEN AND SECURITY INTEREST GRANTED TO STAR FOODS LLC AS SHAREHOLDER REPRESENTATIVE FOR MICHELLE DUKLER AND STAR FOODS LLC (THE "JUNIOR LENDERS") ARE (I) SUBORDINATE TO (X) THE INTERESTS OF CIBC USA ("SENIOR LENDER") UNDER THAT CERTAIN LOAN AND SECURITY AGREEMENT BY AND BETWEEN THE GROVE, INC., A LOUISIANA CORPORATION (THE "BORROWER") AND THE SENIOR LENDER DATED AS OF SEPTEMBER 7, 2018 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "SENIOR LOAN AGREEMENT"), (Y) THE OBLIGATIONS AND INDEBTEDNESS OF BORROWER TO SENIOR LENDER UNDER THE SENIOR LOAN AGREEMENT, AND (Z) THE LIENS AND SECURITY INTERESTS GRANTED TO SENIOR LENDER BY THE BORROWER, AND (II) SUBJECT TO THE PROVISIONS OF THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "SUBORDINATION AGREEMENT") DATED AS OF SEPTEMBER 7, 2018, BY AND AMONG SENIOR LENDER, JUNIOR LENDER AND BORROWER. EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

SUBORDINATED PATENT AND TRADEMARK SECURITY AGREEMENT

This Subordinated Patent and Trademark Security Agreement (this "Agreement"), dated as of September 7, 2018, is made by and between THE GROVE, INC., a Louisiana corporation ("Borrower") and STAR FOODS LLC as Shareholder Representative on behalf of itself and Michelle Dukler, as Junior Lenders ("Secured Party").

Recitals

Borrower has executed and delivered: (i) that certain Subordinated Secured Seller Promissory Note, dated as of September 7, 2018, in favor of Star Foods, LLC, in the amounts of \$6,125,000.00, and (ii) that certain Subordinated Secured Seller Promissory Note, dated as of September 7, 2018, in favor of Michelle Dukler, in the amounts of \$6,375,000.00 (as may be amended, restated, supplemented or modified from time to time, collectively, the "Secured Note").

Borrower and Secured Party are parties to that certain Subordinated Security Agreement, dated as of September 7, 2018 (as may be amended, restated, supplemented or modified from time, the "Security Agreement").

As a condition to extending credit to or for the account of Borrower pursuant to the Secured Notes, Junior Lenders have required the execution and delivery of this Agreement by Borrower.

ACCORDINGLY, in consideration of the mutual covenants contained in the Secured Note, the Security Agreement and the other Related Documents (collectively, the "Loan Documents") and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Security Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Default" has the meaning given in Section 5.

"Liens" has the meaning given in Section 3(d).

"Patents" means all of Borrower's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Permitted Lien" has the meaning given in Section 3(d).

"Security Interest" has the meaning given in Section 2.

"Senior Lender" means CIBC USA.

"Subordination Agreement" means, collectively (a) that certain Subordination and Intercreditor Agreement dated as of September 7, 2018 by and among Senior Lender, Star Foods, LLC and Debtor, and (b) that certain Subordination and Intercreditor Agreement dated as of September 7, 2018 by an among Senior Lender, Michelle Dukler and Debtor, as either may be amended, restated, supplemented or otherwise modified from time to time.

"Trademarks" means all of Borrower's right, title and interest in and to: (a) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (b) licenses, fees or royalties with respect to each, (c) the right to sue for past, present and future infringement, dilution and damages therefor, (d) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Borrower hereby irrevocably pledges and collaterally assigns to, and grants Junior Lender a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Liabilities. As set forth in the Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Borrower. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants

no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Borrower represents, warrants and agrees as follows:

(a) Patents. Exhibit A accurately lists all Patents owned or controlled by Borrower as of the date hereof, or to which Borrower has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Borrower owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Borrower shall within 30 days provide written notice to Junior Lender with a replacement Exhibit A, which upon acceptance by Junior Lender shall become part of this Agreement.

(b) Trademarks. Exhibit B accurately lists all Trademarks owned or controlled by Borrower as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Borrower's or any Affiliate's business(es). If after the date hereof, Borrower owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Borrower's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Borrower shall promptly provide written notice to Junior Lender with a replacement Exhibit B, which upon acceptance by Junior Lender shall become part of this Agreement.

(c) Affiliates. As of the date hereof, no Affiliate of Borrower owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Borrower, constitute Patents or Trademarks. If after the date hereof any Affiliate of Borrower owns, controls, or has a right to have assigned to it any such items, then Borrower shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Borrower; or (ii) notify Junior Lender of such item(s) and cause such Affiliate to execute and deliver to Junior Lender a patent and trademark security agreement substantially in the form of this Agreement.

(d) Title. Borrower has absolute title to each Patent and Trademark on Exhibits A and B and is the owner, free and clear of all security interests, encumbrances and other liens ("Liens") except Liens in favor of Junior Lender and Senior Lender ("Permitted Liens", as such term is defined in Section 11.12 of the Senior Loan Agreement), and, with respect to any unregistered Patents and Trademarks, infringement claims not the subject of a written notice delivered to Borrower. Borrower (i) will have, at the time Borrower acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks that Borrower has deemed

material to its continuing business operations in its reasonable business judgment free and clear of all Liens except Permitted Liens.

(e) No Sale. Except for licenses in the ordinary courses of Borrower's business, and subject to the Subordination Agreement, Borrower will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Junior Lender's prior written consent.

(f) Defense. Borrower will, at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks that Borrower has deemed material to its continuing business operations in its reasonable business judgment against all claims or demands of all Persons other than those holding Permitted Liens (as such term is defined in the Senior Loan Agreement).

(g) Maintenance. Borrower will at its own expense maintain the Patents and the Trademarks that Borrower has deemed material to its continuing business operations in its reasonable business judgment to the extent reasonably advisable in its business, including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Borrower covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark that Borrower has deemed material to its continuing business operations in its reasonable business judgment, nor fail to file any required affidavit or renewal in support thereof, without first providing Junior Lender: (i) sufficient written notice, of at least 30 days, to allow, subject to the Subordination Agreement, Junior Lender to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) subject to the Subordination Agreement, a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) Junior Lender's Right to Take Action. If Borrower fails to perform or observe any of its covenants or agreements set forth in this Section 3, or if Borrower notifies Junior Lender that it intends to abandon a Patent or Trademark, subject to the Subordination Agreement, Junior Lender may (but need not), perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Borrower (or, at Junior Lender's option, in Junior Lender's own name) and may (but need not) take any and all other actions which Junior Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) Costs and Expenses. Borrower shall pay Junior Lender on demand the amount of all moneys reasonably expended and all reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Junior Lender in connection with or as a result of Junior Lender's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date

expended or incurred by Junior Lender at the default rate of interest provided for in the Secured Note.

(j) Power of Attorney. To facilitate Junior Lender's taking action under subsection (h) and exercising its rights under Section 6, Borrower hereby irrevocably appoints (which appointment is coupled with an interest) Junior Lender, or its delegate, as the attorney-in-fact of Borrower with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Borrower under this Section 3, or, necessary for Junior Lender, after a Default (as defined below), to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Secured Note as provided therein and the payment and performance of all Liabilities.

4. Borrower's Use of the Patents and Trademarks. Borrower shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Default exists.

5. Defaults. Each of the following occurrences shall constitute an event of default under this Agreement (hereinafter called a "Default"): (a) an Event of Default, as defined in the Security Agreement, shall occur; or (b) the occurrence of any default under the Secured Notes; or (c) Borrower shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (d) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. While a Default exists, subject to the Subordination Agreement, Junior Lender may, at its option, take any or all of the following actions:

(a) Junior Lender may exercise any or all remedies available under the Loan Documents.

(b) Junior Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Junior Lender may enforce the Patents and Trademarks and any licenses thereunder against any third party, and if Junior Lender shall commence any suit for such enforcement against a third party, Borrower shall, at the request of Junior Lender, do any and all lawful acts and execute any and all proper documents reasonably required by Junior Lender in aid of such enforcement.

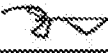
7. Subordination. This Agreement and the rights and obligations hereunder are subordinate in the manner and to the extent set forth in the Subordination Agreement. To the extent any provision of this Agreement conflicts with the Subordination Agreement, the Subordination Agreement shall control. Without limiting the generality of the foregoing, until the payment in full of the Senior Debt (as defined in the Subordination Agreement), (a) any assignment or transfer of Patents or Trademarks hereunder to Junior Lender shall be to Senior Lender, (b) any delivery of any Patents or Trademarks or any other item to Junior Lender required hereunder shall be to Senior Lender, and (c) all items required to be delivered to Junior Lender hereunder, including, without limitation, stock certificates, distributions, dividends, instruments, chattel paper or other property paid or payable with respect to any of the Patents or Trademarks shall be delivered to Senior Lender as contractual representative for purposes of perfection for Junior Lender.

8. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Junior Lender. A waiver signed by Junior Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Junior Lender's rights or remedies. All rights and remedies of Junior Lender shall be cumulative and may be exercised singularly or concurrently, at Junior Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Borrower under this Agreement shall be given in the manner and with the effect provided in the Security Agreement. Subject to the Subordination Agreement, Junior Lender shall not be obligated to preserve any rights Borrower may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Borrower and Junior Lender and their respective successors and assigns and shall take effect when signed by Borrower and delivered to Junior Lender, and Borrower waives notice of Junior Lender's acceptance hereof. Junior Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Junior Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement authorized by Borrower shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Illinois without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Liabilities.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date first written above.

THE GROVE, INC., as Borrower

By: 
Name: Brian E. Anderson
Title: Authorized Signatory

STAR FOODS, LLC
By: Durandal, Inc., its Manager

By: _____
Tim Hauber
Its: Authorized Signatory

[Signature Page to Subordinated Patent and Trademark Security Agreement]

TRADEMARK
REEL: 006440 FRAME: 0899

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date first written above.

THE GROVE, INC., as Borrower

By: _____
Name: Brian E. Anderson
Title: Authorized Signatory

STAR FOODS, LLC
By: Durandal, Inc., its Manager

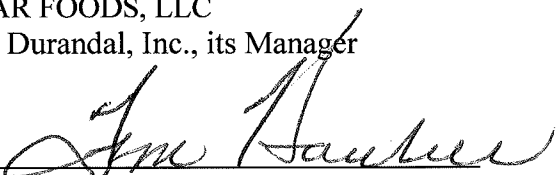
By: 
Tim Hauber
Its: Authorized Signatory

EXHIBIT A
UNITED STATES ISSUED PATENTS

None.

EXHIBIT B
UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS
REGISTRATIONS

FILE #	TITLE	COUNTRY	STATUS	REGISTRATION #	CURRENT OWNER	LEGAL OWNER
77886460	FRESH MARKET ON THE GO	USA	LIVE	4061849	THE GROVE, INC.	THE GROVE, INC.
77889541	FRESH MARKET ON THE GO	USA	LIVE	4061852	THE GROVE, INC.	THE GROVE, INC.
77889606	GROVE	USA	LIVE	3818226	THE GROVE, INC.	THE GROVE, INC.
77889626	GROVE	USA	LIVE	3818227	THE GROVE, INC.	THE GROVE, INC.
77889586	GROVE	USA	LIVE	3818225	THE GROVE, INC.	THE GROVE, INC.
77886250	HAVE FUN, LIVE LIFE, EAT RIGHT!	USA	LIVE	3818132	THE GROVE, INC.	THE GROVE, INC.
77886377	HAVE FUN, LIVE LIFE, EAT RIGHT!	USA	LIVE	3818140	THE GROVE, INC.	THE GROVE, INC.
78944203	HAVE FUN, LIVE LIFE, EAT RIGHT.	USA	LIVE	3251624	THE GROVE, INC.	THE GROVE, INC.

85307736 TGI THE GROVE, INC
YOUR CONCOURSE
FOOD SOURCE USA

LIVE

4218801 THE GROVE, INC THE GROVE, INC.

85516589 TGI YOUR
CONCOURSE FOOD
SOURCE USA

LIVE

4455616 THE GROVE, INC. THE GROVE, INC.

85516443 LUCKY STREAK AT
LAS USA

LIVE

4335852 THE GROVE, INC. THE GROVE, INC.

APPLICATIONS

None.

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4385496/3/17947.000

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RECORDED: 09/19/2018