

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489602

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:	CIBC BANK USA		
Street Address:	120 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Illinois State Bank: ILLINOIS		
PROPERTY NUMBERS Total: 10			
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	
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		
Address Line 4:	Chicago, ILLINOIS 60606		

OP \$265.00 4061849

TRADEMARK

NAME OF SUBMITTER:	Matthew R. Limbert
SIGNATURE:	/Matthew R. Limbert/
DATE SIGNED:	09/12/2018
Total Attachments: 6 source=The Grove to CIBC - Trademark Security Agreement#page1.tif source=The Grove to CIBC - Trademark Security Agreement#page2.tif source=The Grove to CIBC - Trademark Security Agreement#page3.tif source=The Grove to CIBC - Trademark Security Agreement#page4.tif source=The Grove to CIBC - Trademark Security Agreement#page5.tif source=The Grove to CIBC - Trademark Security Agreement#page6.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 7th day of September, 2018 by and among The Grove, Inc. (the "Grantor" or "Company"), in favor of CIBC BANK USA ("Lender");

W I T N E S E T H:

WHEREAS, Company and/or its affiliates have entered into a certain Loan and Security Agreement dated as of even date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement") with Lender, providing for the extensions of credit to be made to Company by Lender; and

WHEREAS, pursuant to the terms of the Loan and Security Agreement, Grantor has granted to Lender, a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof (but subject to the terms of the Loan and Security Agreement), to secure the payment of all amounts owing by Grantor under the Loan and Security Agreement.

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

1. Incorporation of Loan and Security Agreement. The Loan and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan and Security Agreement. In the event that any provision of this Agreement is deemed to conflict with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising (for the avoidance of doubt, excluding, in each case, such items as are not included as "Collateral" pursuant to the terms and conditions of the Loan and Security Agreement):

(i) each trademark and trademark application owned by Grantor, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; provided, that notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any "intent to use" trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office;

(ii) each trademark license to which Grantor is a party, together with all goodwill associated therewith;

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any such trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license;

(iv) each patent and patent application owned by Grantor, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(v) each patent license to which Grantor is a party, together with all goodwill associated therewith; and

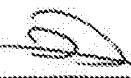
(vi) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any such patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license.

(Signature Page Follows)

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

THE GROVE INC.

By: 
Name: Brian E. Anderson
Title: Chief Financial Officer

[Signature Page to Patent and Trademark Security Agreement]

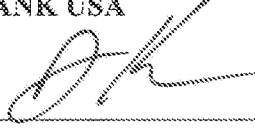
TRADEMARK
REEL: 006448 FRAME: 0087

Acknowledged:

LENDER:

CIBC BANK USA

By: _____


Name: Judd Kohn

Title: Managing Director

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 006448 FRAME: 0088

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

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.

SCHEDULE 2

PATENTS AND PATENT APPLICATIONS

None.