

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM493457

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cuisine Solutions, Inc		10/02/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as administrative agent		
Street Address:	ATTN: COLLATERAL CONTROL MAIL STOP CC1-30 6400		
Internal Address:	LAS COLINAS BLVD		
City:	IRVING		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4261918	CS CUISINE SOLUTIONS SOUS VIDE	
Registration Number:	4371383	CS CUISINE SOLUTIONS SOUS VIDE	
Registration Number:	4364316	MASTERS OF SOUS-VIDE. SINCE 1971.	
Registration Number:	4262066	MASTERS OF SOUS-VIDE. SINCE 1971.	
Registration Number:	3681283	CUISINE DELIGHT	
Registration Number:	2608199	CUISINE SOLUTIONS	
Registration Number:	2289908	CUISINE SOLUTIONS	
Registration Number:	2714309	CUISINE SOLUTIONS	
Registration Number:	2271050	CUISINE SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	212.310.8000		
Email:	juan.arias@weil.com		
Correspondent Name:	Nick Nikic		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		

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ATTORNEY DOCKET NUMBER:	Nick Nikic - 35899.0592
NAME OF SUBMITTER:	Nick Nikic
SIGNATURE:	/Nick Nikic/
DATE SIGNED:	10/10/2018
Total Attachments: 5 source=99980-0001(2018-10-10 16-48-48)#page1.tif source=99980-0001(2018-10-10 16-48-48)#page2.tif source=99980-0001(2018-10-10 16-48-48)#page3.tif source=99980-0001(2018-10-10 16-48-48)#page4.tif source=99980-0001(2018-10-10 16-48-48)#page5.tif	

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Notice"), dated as of October 2, 2018, is made by Cuisine Solutions, Inc, a Delaware corporation (the "Borrower"), each of the Borrower's wholly-owned Material Domestic Subsidiaries party from time to time hereto (together with the Borrower, the "Grantors" and each, a "Grantor"), and Citibank, N.A., in its capacity as administrative agent (the "Administrative Agent") for the Secured Parties under and as defined in the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 2, 2018 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the other Loan Parties party thereto, the financial institutions party thereto as Lenders, and the Administrative Agent, Lenders agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Security Agreement of even date herewith in favor of the Administrative Agent (the "Security Agreement"), to guarantee the Guaranteed Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Notice;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent to enter into the Credit Agreement, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- a. all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto, provided that no security interest shall be granted in any intent-to-use trademark application;
- b. all renewals and extensions of the foregoing;
- c. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- d. all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted in connection with this Notice is granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby

acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks.

Section 5. Counterparts. This Notice may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Notice and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

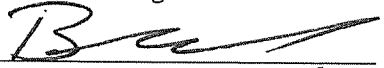
CUISINE SOLUTIONS, INC., as a Grantor

By: Mark Kujawa
Name: Mark Kujawa
Title: Chief Financial Officer

[Signature Page to Notice of Grant of Security Interest in Trademarks]

ACCEPTED AND AGREED
as of the date first above written:

CITIBANK, N.A.,
as Administrative Agent



By: 
Name: *Brian Lewald*
Title: *Senior Vice President*

[Signature Page to Notice of Grant of Security Interest in Trademarks]

SCHEDULE I
TO
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner/Assignee of Record	Trademark	Registration No.	Registration Date
Cuisine Solutions, Inc.		12/18/2012	4261918
Cuisine Solutions, Inc.		7/23/2013	4371383
Cuisine Solutions, Inc.	MASTERS OF SOUS-VIDE. SINCE 1971.	7/9/2013	4364316
Cuisine Solutions, Inc.	MASTERS OF SOUS-VIDE. SINCE 1971.	12/18/2012	4262066
Cuisine Solutions, Inc.	CUISINE DELIGHT	9/8/2009	3681283
Cuisine Solutions, Inc.		8/13/2002	2608199
Cuisine Solutions, Inc.		11/2/1999	2289908
Cuisine Solutions, Inc.	CUISINE SOLUTIONS	5/6/2003	2714309
Cuisine Solutions, Inc.	CUISINE SOLUTIONS	8/17/1999	2271050