

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM493662

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cornerstone Foodservice Group, Inc.		10/09/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Johnson Bank		
<b>Street Address:</b>	333 East Wisconsin Avenue		
<b>Internal Address:</b>	Suite 82		
<b>City:</b>	Milwaukee		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53202		
<b>Entity Type:</b>	Corporation: WISCONSIN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2440923	ASTRA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4149788675		
<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>			
<b>Phone:</b>	414 277 5675		
<b>Email:</b>	marta.levine@quarles.com		
<b>Correspondent Name:</b>	Marta S. Levine		
<b>Address Line 1:</b>	411 East Wisconsin Avenue		
<b>Address Line 2:</b>	Quarles & Brady LLP		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>ATTORNEY DOCKET NUMBER:</b>	160906.00061		
<b>NAME OF SUBMITTER:</b>	Marta S. Levine		
<b>SIGNATURE:</b>	/MartaLevine/		
<b>DATE SIGNED:</b>	10/12/2018		
<b>Total Attachments: 4</b>			
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**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS (the “Confirmatory Grant”) is made effective as of October 9, 2018, by and from Cornerstone Foodservice Group, Inc., a Delaware corporation (“Assignor”), whose principal address is 3808 N. Sullivan Road, Spokane, Washington 99216, to and in favor of JOHNSON BANK, whose principal address is 333 East Wisconsin Avenue, Suite 82, Milwaukee, Wisconsin 53202, as administrative agent (“Assignee”) for the lenders (the “Lenders”) from time to time parties to that certain Credit Agreement dated as of July 3, 2017 by and among Assignor, Spring (U.S.A.) Corporation, a Delaware corporation (“Spring”), Lloyd Industries, LLC, a Washington limited liability company (“Lloyd”), CLP Lloyd, Inc., a Delaware corporation (“Lloyd Parent”; Assignor, Spring, Lloyd and Lloyd Parent, jointly and severally, are sometimes referred to herein individually as a “Borrower” and collectively, as the “Borrowers”), Assignee, as administrative agent, and the Lenders, as such Credit Agreement may be amended or amended and restated or refinanced from time to time.

WHEREAS, the Borrowers and SV-Spring Holdings, LLC, a Delaware limited liability company, as debtors, and Assignee, as secured party, have entered into a Security Agreement dated as of July 3, 2017 (as amended or amended and restated or refinanced from time to time, the “Security Agreement”), pursuant to which Assignor has granted Assignee, for the benefit of the Benefited Parties (as defined in the Security Agreement), a security interest in substantially all of Assignor’s personal property and assets;

WHEREAS, Assignor is the owner of the federally registered patents (the “Patents”), the trademarks and the goodwill of the business in connection therewith (the “Trademarks”), and the copyrights (the “Copyrights”), all listed on Exhibit A attached hereto, which Patents are issued or pending with the United States Patent and Trademark Office; which Trademarks are registered or pending registration with the United States Patent and Trademark Office; and which Copyrights are registered or pending with the United States Copyright Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Assignee under the Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
2. The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations (as defined in the Credit Agreement). Upon the Payment in Full, Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an

instrument in writing releasing the security interest in the Patents, Trademarks, and Copyrights acquired under this Confirmatory Grant.

(b) Assignor hereby grants to Assignee, for the benefit of the Benefited Parties, a security interest in (1) all of Assignor's right, title and interest in and to the Patents, Trademarks, and Copyrights set forth on Exhibit A, now owned or from time to time after the date hereof owned or acquired by Assignor (but excluding intent-to-use trademark applications which are described in clause (b) of the definition of Excluded Property contained in the Security Agreement), together with (2) all proceeds and products of the Patents, Trademarks, and Copyrights, and (3) all causes of action arising prior to or after the date hereof for infringement of any of the Patents, Trademarks, or Copyrights, or unfair competition regarding the same.


(c) The rights and remedies of Assignee and the Benefited Parties and their affiliates with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

(d) This Confirmatory Grant is being delivered in and shall be deemed to be a contract governed by the laws of the State of Wisconsin and shall be interpreted and enforced in accordance with the laws of that state without regard to the principles of conflicts of laws.

(Signature Pages Follow)

IN WITNESS WHEREOF, Assignor has executed this Confirmatory Grant effective as of the above-indicated date.

**CORNERSTONE FOODSERVICE GROUP,  
INC.**

By: 

Name: Adam Reeves

Title: Vice President

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS

Exhibit A - SCHEDULE OF PATENTS, TRADEMARKS, AND COPYRIGHTS

**Patents**

None

**Trademarks**

Official No.	Title	Country
2440923	ASTRA AND DESIGN IC 11	United States of America

**Copyrights**

TX0006871802 - ASTRA Office Elite  
TX0006963365 - ASTRA Super Automatic Espresso & Cappuccino Machines  
TX0007061305 - Operating Manual for ASTRA Super Automatic Machines  
TX0006871816 - Super Mega I