

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500374

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Conveying Party is listed as Imperial Frozen Foods Holdco LLC and should be Imperial Frozen Foods Op Co LLC previously recorded on Reel 006487 Frame 0618. Assignor(s) hereby confirms the Conveying party Imperial Frozen Foods Holdco LLC.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMPERIAL FROZEN FOODS OP CO LLC		10/01/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TREE LINE DIRECT LENDING, LP		
Street Address:	101 California Street, Suite 1700		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4841069	SUNVALE	
Registration Number:	4037648	TODAY'S HARVEST	
Registration Number:	2848655	TODAY'S HARVEST	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	4045723408		
Email:	mramic@kslaw.com		
Correspondent Name:	Mia Ramic King & Spalding LLP		
Address Line 1:	1180 Peachtree Street, N.E.		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	22036.515003		
NAME OF SUBMITTER:	/s/ Mia Ramic		
SIGNATURE:	/s/ Mia Ramic		
DATE SIGNED:	12/03/2018		

OP \$90.00 4841069

Total Attachments: 13

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492302

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMPERIAL FROZEN FOODS HOLDCO LLC		10/01/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TREE LINE DIRECT LENDING, LP		
Street Address:	101 California Street, Suite 1700		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4841069	SUNVALE	
Registration Number:	4037648	TODAY'S HARVEST	
Registration Number:	2848655	TODAY'S HARVEST	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	4045723408		
Email:	mramic@kslaw.com		
Correspondent Name:	Mia Ramic King & Spalding LLP		
Address Line 1:	1180 Peachtree Street, N.E.		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	22036.515003		
NAME OF SUBMITTER:	/S/ MIA RAMIC		
SIGNATURE:	/S/ MIA RAMIC		
DATE SIGNED:	10/02/2018		
Total Attachments: 5			
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OP \$90.00 4841069

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 1, 2018, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of TREE LINE DIRECT LENDING, LP, a Delaware limited partnership (“*Tree Line*”), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “*Collateral Agent*”) for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, IMPERIAL FROZEN FOODS HOLDCO LLC, a Delaware limited liability company (“*Holdings*”), IMPERIAL FROZEN FOODS OP CO LLC, a Delaware limited liability company (“*Imperial*”), IMPERIAL SNACKS LLC, a North Carolina limited liability company (“*Imperial Snacks*”; and together with Imperial, each, individually, a “*Borrower*” and collectively, the “*Borrowers*”), the Subsidiaries of Holdings or any Borrower that are or become Guarantors pursuant to Section 8.10 of the Credit Agreement, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), Tree Line, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “*Administrative Agent*”) and the Collateral Agent (Collateral Agent, together with the Administrative Agent, collectively, the “*Agents*” and each an “*Agent*”), have entered into a Credit Agreement, dated as of October 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, all of the Grantors are party to a Guaranty and Security Agreement, dated as of October 1, 2018, in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers (as defined in the Credit Agreement) thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and 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 and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;

(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 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

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 its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts (including by facsimile or other electronic means), 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 TRADEMARK SECURITY AGREEMENT 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 WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS (EXCEPT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW)**. In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

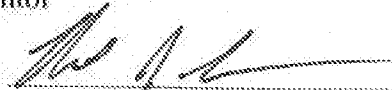
Section 7. Intercreditor Agreement. Notwithstanding anything to the contrary stated in this Trademark Security Agreement, the rights of Collateral Agent, the Secured Parties and the Lenders, and the obligations of the Grantors, under this Trademark Security Agreement are subject in all respects to the provisions set forth in the Intercreditor Agreement, and the rights of

the ABL Revolving Agent set forth therein. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGES FOLLOW]

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

IMPERIAL FROZEN FOODS HOLDCO LLC, as
Grantor

By: 

Name: Nicholas Kuneman


Title: Vice President and Secretary

TRADEMARK

REEL: 006492 FRAME: 0716

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
SUNVALE	4841069	10/27/2015
	4037648	10/11/2011
TODAY'S HARVEST	2848655	06/01/2004

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.

TRADEMARK SECURITY AGREEMENT

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WITNESSETH:

WHEREAS, IMPERIAL FROZEN FOODS HOLDCO LLC, a Delaware limited liability company (“*Holdings*”), IMPERIAL FROZEN FOODS OP CO LLC, a Delaware limited liability company (“*Imperial*”), IMPERIAL SNACKS LLC, a North Carolina limited liability company (“*Imperial Snacks*”; and together with Imperial, each, individually, a “*Borrower*” and collectively, the “*Borrowers*”), the Subsidiaries of Holdings or any Borrower that are or become Guarantors pursuant to Section 8.10 of the Credit Agreement, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), Tree Line, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “*Administrative Agent*”) and the Collateral Agent (Collateral Agent, together with the Administrative Agent, collectively, the “*Agents*” and each an “*Agent*”), have entered into a Credit Agreement, dated as of October 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

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(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;

- (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 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

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[SIGNATURE PAGES FOLLOW]


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

IMPERIAL FROZEN FOODS OP CO LLC, as
Grantor

By: Craig Higgins
Name: Craig Higgins
Title: Chief Financial Officer

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