

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502867

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN U.S. TRADEMARKS (ABL)
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Quirch Foods, LLC		12/20/2018	Limited Liability Company: FLORIDA
Helmsman Freight Solutions, LLC		12/20/2018	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Administrative Agent
Street Address:	20 King Street West
Internal Address:	4th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	2918395	A FRESH APPROACH TO SERVICE
Registration Number:	3827756	BENTEI
Registration Number:	3123981	EL PLATANERO
Registration Number:	4833556	GUSTOMAR
Registration Number:	4954815	KIKIRI QUIRCH
Registration Number:	3996953	KIKIRI QUIRCH
Registration Number:	5042874	MAMBO
Registration Number:	5145799	MAMBO
Registration Number:	2829413	MAMBO BRAND
Registration Number:	2829414	MAMBO BRAND
Registration Number:	5387571	MORE THAN JUST SEAFOOD
Registration Number:	5267804	MORE THAN JUST SEAFOOD
Registration Number:	3462851	PANAMEI
Registration Number:	5145553	PANAMEI SEAFOOD

OP \$915.00 2918395

Property Type	Number	Word Mark
Registration Number:	4788964	PANAMEI SEAFOOD THE QUALITY IS FROZE-IN
Registration Number:	5303407	PANAMEI SEAFOOD
Registration Number:	5303401	PANAMEI SEAFOOD
Registration Number:	4653991	PREMIUM RANCHES
Registration Number:	3860271	QUIRCH
Registration Number:	5065606	QUIRCH
Registration Number:	5069972	QUIRCH FOODS FOOD PURVEYORS SINCE 1967
Registration Number:	2279201	QUIRCH BRAND
Registration Number:	2283028	QUIRCH FOODS
Registration Number:	4238245	SIEMPRE CIEN
Registration Number:	4937280	TASTE THE TRADITION. TRUST THE QUALITY.
Registration Number:	4305187	THE QUALITY IS FROZE-IN
Registration Number:	5122949	HELMSMAN FREIGHT SOLUTIONS
Serial Number:	87161495	BIG RANCH BEEF
Serial Number:	87243495	DELAVAQ
Serial Number:	87386280	MAMBO
Serial Number:	87565869	MAMBO
Serial Number:	87944689	MCKINNEYS
Serial Number:	87461896	QOSINA
Serial Number:	87565859	QOSINA
Serial Number:	86893036	SILVERCUT
Serial Number:	88170664	SILVERCUT MCKINNEYS BEEF

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 212.318.6532
Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: 200 Park Avenue, 28th Floor
Address Line 2: c/o Paul Hastings LLP
Address Line 4: New York, NEW YORK 10116

ATTORNEY DOCKET NUMBER:	1029092 ABL
NAME OF SUBMITTER:	ALANA GRAMER
SIGNATURE:	/ALANA GRAMER/
DATE SIGNED:	12/20/2018

Total Attachments: 8

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NOTICE OF GRANT OF SECURITY INTEREST IN U.S. TRADEMARKS

This NOTICE OF GRANT OF SECURITY INTEREST IN U.S. TRADEMARKS (the “IP Security Agreement”) dated as of December 20, 2018, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors” and individually, each a “Grantor”) in favor of ROYAL BANK OF CANADA, as administrative agent and collateral agent (in such capacities and together with any successors and assigns in such roles, the “Administrative Agent”) for the Secured Parties (as defined in the ABL Credit Agreement referred to below).

WHEREAS, Quirch Foods Holdings, a Delaware limited liability company, Quirch Foods Intermediate, LLC, a Delaware limited liability company, each lender from time to time party thereto (collectively, the “Lenders” and individually, each a “Lender”) and the Administrative Agent have entered into a ABL Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder), the “ABL Credit Agreement”);

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, the issuance of Letters of Credit by the L/C Issuers from time to time and the entry into documentation relating to Secured Bank Product Obligations by the Secured Bank Product Providers from time to time, each Grantor has executed and delivered that certain ABL Security Agreement dated as of December 20, 2018 among the Grantors and the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Definitions. Capitalized terms used in this IP Security Agreement and not otherwise defined herein shall have the meanings ascribed to such terms in the ABL Credit Agreement or the Security Agreement, as applicable.

Section 2. Grant of Security. As security for the Full Payment or performance in full, as the case may be, of the Secured Obligations, each Grantor hereby unconditionally grants, pledges and collaterally assigns to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor’s right, title and interest in and to the following to the extent governed by, arising under, pursuant to, or by virtue of, the Laws of the United States of America or any state thereof (the “Collateral”):

(a) all trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, and all general intangibles of like nature whether registered or unregistered, together, in each case, with the goodwill symbolized thereby (“Trademarks”);

(b) all registrations and applications for registration for any of the foregoing in the United States Patent and Trademark Office, including, without limitation, the registrations and applications for registration of United States intellectual property set forth in Schedule I hereto, together

with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof; and

(c) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

provided, that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (c), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Assets.

Section 3. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the Full Payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)).

Section 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement with the United States Patent and Trademark Office.

Section 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

Section 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. This IP Security Agreement shall constitute a “Loan Document” for all purposes under the ABL Credit Agreement and the other Loan Documents.

Section 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

[Remainder of the page intentionally left in blank.]

IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

QUIRCH FOODS, LLC
HELMSMAN FREIGHT SOLUTIONS, LLC,
each as Grantors

By: Quirch Foods Holdings, LLC, as sole member

By: 

Name: Luis Zaldivar

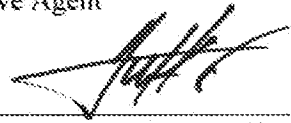
Title: Manager

[Signature Page to Notice Of Grant Of Security Interest In U.S. Trademarks]

TRADEMARK
REEL: 006504 FRAME: 0464

ROYAL BANK OF CANADA,
as Administrative Agent

By: _____



Name:

Rodica Dutka

Title:

Manager, Agency

[Signature Page to Notice Of Grant Of Security Interest In U.S. Trademarks]

TRADEMARK

REEL: 006504 FRAME: 0465

**Schedule I
TRADEMARKS**

Grantor/Registered Owner	Jurisdiction	Mark Name	Application Number	Application Date	Registration Number	Registration Date	Status
Quirch Foods, LLC	United States	A FRESH APPROACH TO SERVICE	76/469,799	11/26/2002	2,918,395	1/18/2005	Registered
Quirch Foods, LLC	United States	BENTEI	77/900,003	12/23/2009	3,827,756	8/3/2010	Registered
Quirch Foods, LLC	United States	BIG RANCH BEEF	87/161,495	9/6/2016	N/A	N/A	Pending
Quirch Foods, LLC	United States	DELAVALQ	87/243,495	11/21/2016	N/A	N/A	Pending
Quirch Foods, LLC	United States	EL PLATANERO	76/537,709	8/15/2003	3,123,981	8/1/2006	Registered
Quirch Foods, LLC	United States		86/459,683	11/20/2014	4,833,556	10/13/2015	Registered
Quirch Foods, LLC	United States	KIKIRI QUIRCH	86/725,395	8/14/2015	4,954,815	5/10/2016	Registered
Quirch Foods, LLC	United States		85/184,672	11/24/2010	3,996,953	7/19/2011	Registered
Quirch Foods, LLC	United States	MAMBO	87/386,280	3/27/2017	N/A	N/A	Pending
Quirch Foods, LLC	United States	MAMBO	86/817,868	11/12/2015	5,042,874	9/23/2016	Registered
Quirch Foods, LLC	United States	MAMBO	87/565,869	8/11/2017	N/A	N/A	Pending
Quirch Foods, LLC	United States		87/094,073	7/6/2016	5,145,799	2/21/2017	Registered

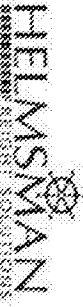
[Schedule to Notice Of Grant Of Security Interest In U.S. Trademarks]

Grantor/Registered Owner	Jurisdiction	Mark Name	Application Number	Application Date	Registration Number	Registration Date	Status
Quirch Foods, LLC	United States	MAMBO BRAND	76/468,937	11/21/2002	2,829,413	4/6/2004	Registered
Quirch Foods, LLC	United States		76/468,938	11/21/2002	2,829,414	4/6/2004	Registered
Quirch Foods, LLC	United States	MCKINNEYS	87/944,689	6/1/2018	N/A	N/A	Pending
Quirch Foods, LLC	United States	MORE THAN JUST SEAFOOD	87/105,240	7/15/2016	5,387,571	1/23/2018	Registered
Quirch Foods, LLC	United States	MORE THAN JUST SEAFOOD	87/975,529	7/15/2016	5,267,804	8/15/2017	Pending
Quirch Foods, LLC	United States	PANAMEI	76/668,664	11/7/2006	3,462,851	7/8/2008	Registered
Quirch Foods, LLC	United States		87/084,870	6/27/2016	5,145,553	2/21/2017	Registered
Quirch Foods, LLC	United States		86/420,345	10/10/2014	4,788,964	8/11/2015	Registered
Quirch Foods, LLC	United States		87/263,552	12/9/2016	5,303,407	10/3/2017	Registered
Quirch Foods, LLC	United States		87/262,188	12/8/2016	5,303,401	10/3/2017	Registered
Quirch Foods, LLC	United States		86/066,615	9/17/2013	4,653,991	12/9/2014	Registered

[Schedule to Notice Of Grant Of Security Interest In U.S. Trademarks]

Grantor/Registered Owner	Jurisdiction	Mark Name	Application Number	Application Date	Registration Number	Registration Date	Status
Quirch Foods, LLC	United States	QOSINA	87/461,896	5/24/2017	N/A	N/A	Pending
Quirch Foods, LLC	United States	QOSINA	87/565,859	8/11/2017	N/A	N/A	Pending
Quirch Foods, LLC	United States	QUIRCH	77/949,020	3/3/2010	3,860,271	10/12/2010	Registered
Quirch Foods, LLC	United States		86/746,552	9/3/2015	5,065,606	10/18/2016	Registered
Quirch Foods, LLC	United States		86/789,301	10/15/2015	5,069,972	10/25/2016	Registered
Quirch Foods, LLC	United States		75/509,902	6/29/1998	2,279,201	9/21/1999	Registered
Quirch Foods, LLC	United States		75/509,914	6/29/1998	2,283,028	10/5/1999	Registered
Quirch Foods, LLC	United States	SIEMPRE CIEÑ	85/165,615	10/31/2010	4,238,245	11/16/2012	Registered
Quirch Foods, LLC	United States	SILVERCUT	86/893,036	2/1/2016	N/A	N/A	Pending
Quirch Foods, LLC	United States		88/170,664	10/26/2018	N/A	N/A	Pending
Quirch Foods, LLC	United States	TASTE THE TRADITION. TRUST THE QUALITY.	86/198,777	2/20/2014	4,937,280	4/12/2016	Registered
Quirch Foods, LLC	United States	THE QUALITY IS FROZE- IN	85/687,888	7/26/2012	4,305,187	3/19/2013	Registered

[Schedule to Notice Of Grant Of Security Interest In U.S. Trademarks]

Grantor/Registered Owner	Jurisdiction	Mark Name	Application Number	Application Date	Registration Number	Registration Date	Status
Helmsman Freight Solutions, LLC	United States		87/046,445	5/23/2016	5,122,949	1/17/2017	Registered

[Schedule to Notice Of Grant Of Security Interest In U.S. Trademarks]