

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM499956

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement Assignment and Assumption		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goldman Sachs Lending Partners LLC		11/20/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Agent		
Street Address:	2450 Colorado Avenue		
Internal Address:	Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5442067	LIGURIA FOODS EST. 1974	
Registration Number:	4595883	LIGURIA FOODS	
Registration Number:	4055413	LIGURIA FOODS	
Registration Number:	4022326	LIGURIA	
Registration Number:	3714813	GRATIFICA	
Registration Number:	3711972	BEIRMEISTER	
Registration Number:	1690370	LIGURIA LIGURIA	
Registration Number:	1670852	LIGURIA	
Registration Number:	0342328	AQUILA D'ORO	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	James.Murray@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		

OP \$240.00 5442067

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Robin Riley

SIGNATURE: /Robin Riley/

DATE SIGNED: 11/29/2018

Total Attachments: 8

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Intellectual Property Security Agreement Assignment and Assumption

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ASSIGNMENT AND ASSUMPTION (this "Assignment and Assumption"), dated as of November 20, 2018 (the "Effective Date") is made by Goldman Sachs Lending Partners LLC, as the predecessor Administrative Agent and Collateral Agent, as assignor ("Assignor"), Wells Fargo Bank, National Association, as successor Administrative Agent and Collateral Agent, as assignee ("Assignee"), and Liguria Foods, Inc. (the "Company"). Capitalized terms not defined herein shall have the meanings assigned to them in the IP Security Agreement (as defined below).

WHEREAS, reference is made to (i) the Revolving Credit Agreement, dated as of June 28, 2013, by and among Assignor, the Company and certain of its affiliates, and the Lenders party thereto, as amended by Amendment No. 1 to Revolving Credit Agreement, dated as of July 25, 2013, Amendment No. 2 to Revolving Credit Agreement, dated January 7, 2015, Amendment No. 3 to Revolving Credit Agreement, dated May 8, 2015 and Amendment No. 4 to Revolving Credit Agreement, dated October 17, 2017 (as the same now exists or may hereafter be further amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement") and (ii) that certain Agency Transfer Agreement, dated as of even date herewith (the "Agency Transfer Agreement"), by and among the Assignor, the Assignee, the Company and certain of its affiliates, pursuant to which the Assignor has transferred its role as Administrative Agent and Collateral Agent to the Assignee;

WHEREAS, reference is also made to that certain Intellectual Property Security Agreement, dated as of April 6, 2016, between the Company and the Assignor (as amended, supplemented, restated or otherwise modified from time to time, the "IP Security Agreement"); and

WHEREAS, pursuant to the IP Security Agreement, the Company granted, assigned and pledged to the Assignor, for itself and the benefit of the Secured Parties, a continuing security interest in and lien upon all of the Company's right, title and interest in and to the Intellectual Property, including the Patents listed on Exhibit A hereto and the Trademarks listed on Exhibit B hereto.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

1. Assignor hereby irrevocably, absolutely and unconditionally assigns to Assignee without recourse and without any representation or warranty of any kind, nature or description, except as expressly set forth in the Agency Transfer Agreement, and Assignee hereby assumes from Assignor, Assignor's rights and obligations under and interest in the IP Security Agreement as of the Effective Date.

2. The parties hereby authorize and request (i) the Commissioner of Patents to record this Assignment and Assumption in the United States Patent and Trademark Office, (ii) the Commissioner of Trademarks to record this Assignment and Assumption in the United States Patent and Trademark Office, and (iii) the Register of Copyrights of the United States Copyright Office to record this Assignment and Assumption in the United States Copyright Office.

3. The Company hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the Intellectual Property to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Intellectual Property are more fully set forth in the IP Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. This Assignment and Assumption has been entered into pursuant to and in conjunction with the Agency Transfer Agreement, which is hereby incorporated by reference herein. The provisions of the Agency Transfer Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Assignee with respect to the Intellectual Property are as provided by the Credit Agreement, the IP Security Agreement, the Security Agreement (as defined in the Credit Agreement), and the Intercreditor Agreement (as defined in the Credit Agreement), and nothing in this Assignment and Assumption shall be deemed to limit such rights and remedies.

5. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS ASSIGNMENT AND ASSUMPTION AND ANY DISPUTE ARISING OUT OF THE RELATIONSHIP BETWEEN THE PARTIES HERETO, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK BUT EXCLUDING ANY PRINCIPLES OF CONFLICTS OF LAW OR OTHER RULE OF LAW THAT WOULD CAUSE THE APPLICATION OF THE LAW OF ANY JURISDICTION OTHER THAN THE LAWS OF THE STATE OF NEW YORK.

6. This Assignment and Assumption may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which when taken together shall constitute a single instrument. The parties hereto may provide signatures to this Assignment and Assumption by facsimile or electronic mail (including, without limitation, in ".pdf" or ".tif" format), and such facsimile or electronic mail signatures shall be deemed to be the same as original signatures.

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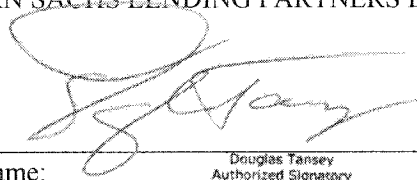
IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

GOLDMAN SACHS LENDING PARTNERS LLC, as
Assignor

By:

Name:

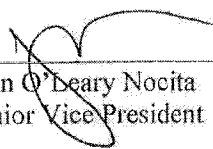
Title:



Douglas Tansey
Authorized Signatory

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Assignee

By:


Name: John O'Leary Nocita
Title: Senior Vice President

Signature Page

Intellectual Property Security Agreement Assignment and Assumption – Liguria (CTI)

TRADEMARK
REEL: 006541 FRAME: 0728

ACKNOWLEDGED AND AGREED
as of the date first written above:

LIGURIA FOODS, INC.

By: Mr. Murphy
Name: Mike Murphy
Title: CEO

EXHIBIT A

Patents

None.

EXHIBIT B

Trademarks and Trademark Applications

No.	Word Mark	Serial No.	Reg. No.	Filing Date	Owner
1.	LIGURIA FOODS EST. 1974	87447219	5442067	05/12/2017	Liguria Foods, Inc.
2.	LIGURIA FOODS	86104140	4595883	10/29/2013	Liguria Foods, Inc.
3.	LIGURIA FOODS	85233817	4055413	02/03/2011	Liguria Foods, Inc.
4.	LIGURIA	85230023	4022326	01/31/2011	Liguria Foods, Inc.
5.	ARDESIA LIGURIA	79054535	3742584	04/24/2008	Liguria Foods, Inc.
6.	GRATIFICA	77722579	3714813	04/26/2009	Liguria Foods, Inc.
7.	BEIRMEISTER	77722577	3711972	04/26/2009	Liguria Foods, Inc.
8.	LIGURIA LIGURIA	74182500	1690370	07/05/1991	Liguria Foods, Inc.
9.	LIGURIA	74027098	1670852	02/08/1990	Liguria Foods, Inc.
10.	AQUILA D'ORO	71382603	0342328	08/26/1936	Liguria Foods, Inc.

Exhibit B – Trademarks and Trademark Applications
Intellectual Property Security Agreement Assignment and Assumption – Liguria (CTI)