

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508946

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vienna Brands, LLC		02/06/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	CIBC Bank USA		
Street Address:	120 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3323548	RED HOT CHICAGO	
Registration Number:	1790545	RED HOT CHICAGO	
Registration Number:	4495815	RED HOT CHICAGO	
CORRESPONDENCE DATA			
Fax Number:	3129774405		
<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:	3129774400		
Email:	chitm@nixonpeabody.com		
Correspondent Name:	Elizabeth W. Baio		
Address Line 1:	70 West Madison Street, Suite 3500		
Address Line 4:	Chicago, ILLINOIS 60602		
NAME OF SUBMITTER:	Elizabeth W. Baio		
SIGNATURE:	/Elizabeth W. Baio/		
DATE SIGNED:	02/06/2019		
Total Attachments: 11			
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**, dated as of February 6, 2019 (this “**Agreement**”), is between **VIENNA BEEF LTD.**, an Illinois corporation (“**Borrower**”), **VIENNA BRANDS, LLC**, an Illinois limited liability company (“**Vienna Brands**” and together with Borrower, “**Grantors**” and each a “**Grantor**”), and **CIBC BANK USA** (f/k/a The PrivateBank and Trust Company) (“**Bank**”).

RECITALS:

A. Borrower and Bank entered into that certain Credit Agreement dated as of July 31, 2008 (as amended, the “**Original Credit Agreement**”), pursuant and subject to the terms and conditions of which Bank made loans and other financial accommodations to Borrower.

B. In connection with the Original Credit Agreement, Borrower and Bank entered into that certain Trademark Security Agreement dated as of July 31, 2008 (as amended, restated, supplemented or otherwise modified, the “**Existing Trademark Security Agreement**”), pursuant to which Borrower granted to Bank certain liens and security interests as security for its obligations under the Original Credit Agreement.

C. On September 25, 2012, Grantors, certain other affiliates of Grantors, and Bank entered into that certain Amended and Restated Credit Agreement (as amended, the “**Existing Credit Agreement**”), pursuant to which, among other things, Borrower and Bank amended and restated the Original Credit Agreement in its entirety and Bank continued to make loans and other financial accommodations available to Borrower.

D. In connection with the Existing Credit Agreement, Grantors and certain other affiliates of Grantors, entered into that certain Reaffirmation Agreement and Amendment to Credit Documents dated as of September 25, 2012 by and among Borrower, the other Credit Parties party thereto and Bank (the “**Reaffirmation Agreement**”), pursuant to which, among other things, Grantors ratified and reaffirmed the liens and security interests granted by, and other obligations of, Grantors in favor of Bank under the Existing Credit Support Documents (as defined in the Reaffirmation Agreement), including, without limitation, the Existing Trademark Security Agreement.

E. Grantors, certain other affiliates of Grantors, and Bank have entered into that certain Second Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Bank has agreed to continue to make loans and other financial accommodations available to Borrower from time to time pursuant to the terms and subject to the conditions set forth therein.

F. As a condition to Bank’s agreement to make the loans and other financial accommodations available to Borrower under the Credit Agreement, Bank is requiring Borrower to amend and restate the Existing Trademark Security Agreement in its entirety on the terms and conditions set forth herein.

G. It is the intent of the parties hereto that (i) the execution and delivery of this Agreement shall not effectuate a novation of the Existing Trademark Security Agreement, or a release or discharge of any of the liens, security interests, encumbrances or other obligations of Borrower thereunder, and (ii) from and after the date hereof, the Existing Trademark Security Agreement shall hereby be amended and restated in its entirety as set forth herein.

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

1. Definitions. All capitalized terms used but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

2. Grant of Security Interest. Borrower acknowledges, confirms and agrees that Bank has and shall continue to have a lien upon and security interest in all of the Trademarks heretofore granted to Bank pursuant to the Existing Trademark Security Agreement and such lien and security interest are hereby ratified and reaffirmed by Borrower. In addition, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of Borrower's Obligations, each Grantor does hereby mortgage, pledge and collaterally assign to Bank, and grant to Bank a continuing security interest in, all of the following property (collectively, the "**Trademarks**"), whether now or hereafter owned, acquired or existing:

(i) all the trademarks, names, domain names, words, symbols, signs and devices referred to in **Attachment 1** hereto and all printed or electronic matter owned by such Grantor on which the same have appeared or appear, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country;

(ii) all divisions or renewals of any of the items described in clause (i);

(iii) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (i); and

(iv) all proceeds of, and rights associated with, the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of the Trademarks or any Trademark, including the Trademarks or any Trademark referred to in **Attachment 1** hereto, or for any injury to the goodwill associated with the use of the Trademarks.

3. Security Agreement. This Agreement has been executed and delivered by Grantors for the purpose of registering the security interest of Bank in the Trademarks with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Bank under (i) that certain Amended and Restated Security Agreement dated as of the date hereof by and between Borrower and Bank (as amended, restated, supplemented or otherwise modified, the "**Borrower Security Agreement**") and (ii) that certain Amended and Restated Subsidiary Security Agreement dated as of the date hereof by

and among Vienna Brands, certain other Credit Parties and Bank (as amended, restated, supplemented or otherwise modified, the “**Subsidiary Security Agreement**”), and other Credit Documents.

4. Release of Security Interest. Upon payment and performance in full of all of Borrower’s Obligations then owing and the termination of the Commitments, Bank shall, at Grantors’ expense, execute and deliver to Grantors all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademarks which has been granted hereunder.

5. Acknowledgement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Bank with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Borrower Security Agreement and Subsidiary Security Agreement, as applicable, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with either the Borrower Security Agreement or Subsidiary Security Agreement, the provisions of the Borrower Security Agreement or Subsidiary Security Agreement, as applicable, shall control. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Borrower’s Obligations and would be owed by the Grantors to Bank, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

6. Collateral Document; Authorization to File. This Agreement is a Collateral Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement. EACH GRANTOR HEREBY AUTHORIZES BANK TO FILE THIS AGREEMENT, AS WELL AS ANY AMENDMENTS OR SUPPLEMENTS HERETO OR AMENDED AND RESTATED VERSIONS HEREOF, WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE.

7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed signature page of this Agreement by facsimile transmission or in a pdf or similar electronic file shall be effective as delivery of a manually executed counterpart hereof.

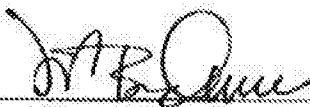
8. Amendment and Restatement. This Agreement is only an agreement amending and restating the provisions of the Existing Trademark Security Agreement. All of the provisions of the Existing Trademark Security Agreement are incorporated herein by reference and shall continue in full force an effect, as amended and restated hereby. Borrower hereby ratifies and confirms all of the liens, security interests and encumbrances granted by Borrower, and all of its other obligations, under the Existing Trademark Security Agreement, as amended and restated hereby. Borrower agrees that it is its intention that nothing in this Agreement shall be construed to extinguish, release or discharge, or constitute, create or effect a novation of or an agreement to extinguish any of the liens, security interests, encumbrances or other obligations under the Existing Trademark Security Agreement. In the event of any conflict between the

provisions of this Agreement and the Existing Trademark Security Agreement, the provisions of this Agreement shall take precedence and govern.

[remainder of page intentionally left blank]


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

VIENNA BEEF LTD., an Illinois corporation

By: 
Name: John P. Bodman
Title: President

VIENNA BRANDS, LLC, an Illinois limited liability company formerly known as Foods Across America, LLC

By: Vienna Beef LTD., its manager

By: 
Name: John P. Bodman
Title: President

CIBC BANK USA

By: _____
Christopher M. Trimbach
Associate Managing Director

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

VIENNA BEEF LTD., an Illinois corporation


By: _____
Name: John P. Bodman
Title: President

VIENNA BRANDS, LLC, an Illinois limited liability company formerly known as Foods Across America, LLC

By: Vienna Beef LTD., its manager

By: _____
Name: John P. Bodman
Title: President

CIBC BANK USA

By:  _____
Christopher M. Trimbach
Associate Managing Director

STATE OF ILLINOIS)
)
) ss:
COUNTY OF COOK)

On this ____ day of _____, 2019, before me, a Notary Public in and for the State of Illinois, in the County aforesaid, personally appeared John P. Padman to me known to be the President of Vienna Beef Ltd., an Illinois corporation, that executed the foregoing instrument, and upon oath did depose that he is the President of Vienna Beef Ltd. as indicated after said signature, and that Vienna Beef Ltd., on its own behalf and on behalf of Vienna Brands, LLC, executed the said instrument freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Kathryn E. Tittel

NOTARY PUBLIC in and for said State and County
My commission expires:

Aug 15, 2020



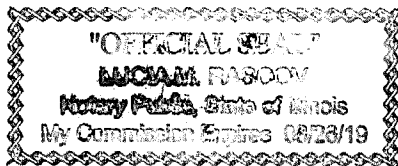
STATE OF ILLINOIS)
)
COUNTY OF COOK) ss:

On this 6th day of FEB, 2019, before me, a Notary Public in and for the State of Illinois, in the County aforesaid, personally appeared Christopher M. Trimbach, to me known to be an Associate Managing Director of CIBC Bank USA, that executed the foregoing instrument, and upon oath did depose that he is an Associate Managing Director of said Bank as indicated after said signature, and that the Bank executed the said instrument freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Luciana M. Pascoe

NOTARY PUBLIC in and for said State and County
My commission expires:



**ATTACHMENT 1
TRADEMARKS**

REGISTERED TRADEMARKS

U.S. TRADEMARKS

PFS Case Number	Mark	Goods / Services	Filing Date	Serial Number	Registration Number	Date Issued	Status
3296-187	BISTRO CHILI	chili	3/13/1998	75/449548	2,352,510	5/23/2000	Registered
3296-194	BISTRO SOUPS (& Design)	soups	12/30/2004	76/626506	3,026,307	12/13/2005	Registered
3296-195	BISTRO-SOUPS	Soups	1/23/1985	73/518764	1,448,725	7/21/1987	Registered
3296-201	CHICAGO LOVE AFFAIR	wieners	1/129/1989	74/005997	1,701,152	7/14/1992	Registered
3296-206	CHICAGO PICKLE COMPANY CHIPICO-FAMOUS FOR FLAVOR SINCE 1925 (& Design)	pickles	1/126/2004	76/622138	3,037,435	1/3/2006	Registered
3296-203	CHICAGO'S HOT DOG	Wieners	6/25/2001	76/276942	2,567,309	5/7/2002	Registered
3296-205	CHIPICO	pickles	10/9/1990	74/104004	1,657,543	9/17/1991	Registered
3296-211	COUNTRY LAD FARM	Pickles, pickled peppers, pickled tomatoes, pickled cauliflower, sauerkraut and giardiniera	6/30/1998	75/510922	2,504,930	11/6/2001	Registered
3296-213	DAVID BERG	beef products namely frankfurters, Polish sausage, smoked sausage, sausage	7/27/1984	73/492049	1,338,228	5/28/1985	Registered
3296-214	DAVID BERG (Stylized)	beef products namely frankfurters, Polish sausage, smoked sausage, sausage	7/27/1984	73/492048	1,338,227	5/28/1985	Registered
3296-219	DESIGN ONLY (CARTOON HOT DOG LOGO)	wieners and sausages	5/3/2001	76/250902	2,624,116	9/24/2002	Registered
3296-220	DESIGN ONLY (PICKLE ON FORK)	pickles, pickled peppers, pickled tomatoes, pickled cauliflower, sauerkraut and giardiniera	3/19/2004	76/581927	2,935,930	3/29/2005	Registered
3296-222	DRAG IT THROUGH THE GARDEN	Chicago-style hot dogs	5/27/2005	78/638821	3,624,690	5/19/2009	Registered
3296-226	FIREDOG	wieners	7/1/1979	73/218041	1,150,556	4/7/1981	Registered
3296-228	FRANKWURST	Wieners	2/17/1965	72/212265	847,093	4/2/1968	Registered
3296-231	HOT DOG LOVERS HOT DOG	wieners	11/29/1989	74/006025	1,753,328	2/16/1993	Registered
3296-343	HOT DOG U	Educational services, namely, conducting classes in the field of food preparation and the operation of a hot dog cart business and distribution of course material in connection therewith	4/16/2010	85/015674	3,883,024	11/30/2010	Registered

U.S. TRADEMARKS

PFS Case Number	Mark	Goods / Services	Filing Date	Serial Number	Registration Number	Date Issued	Status
3296-342	HOT DOG UNIVERSITY	Educational services, namely, conducting classes in the field of food preparation and the operation of a hot dog cart business and distribution of course material in connection therewith	4/16/2010	85/015664	3,883,022	11/30/2010	Registered
3296-344	Hot Dog University Logo (U with Fork and Hot Dog)	Educational services, namely conducting classes in the field of food preparation and the operation of a hot dog cart business and distribution of course material in connection therewith	4/16/2010	85/015678	3,883,025	11/30/2010	Registered
3296-240	MAKE ME ONE WITH EVERYTHING	wieners	11/29/1989	74/006825	1,650,470	7/9/1991	Registered
3296-374	MAXWELL STREET DELI	Beef; beef slices; corned beef; luncheon meats; pastrami; prepared beef; roast beef	7/3/2012	85/667911	4,423,960	10/29/2013	Registered
3296-356	MINARET	Halal food products produced in accordance with Islamic law, namely sausages, wieners, frankfurters, chili	9/9/2010	85/125725	4,358,357	6/25/2013	Registered
3296-360	MINARET and Design	Halal food products produced in accordance with Islamic law, namely sausages, wieners, frankfurters, chili	10/29/2010	85/165129	4,354,356	6/18/2013	Registered
3296-245	NUMERO UNO	chili con carne	10/28/1991	74/216630	1,725,985	10/20/1992	Registered
3296-399	QUARTER BARREL PICKLES	Pickles	4/9/2013	85/898710	4,516,202	4/15/2014	Registered
3296-380	RED HOT CHICAGO ¹	Sliced and bulk processed meats	2/20/2007	77/111553	3,323,548	10/30/2007	Registered
3296-381	RED HOT CHICAGO ²	hot dogs and sausages	3/22/1991	74/150369	1,790,545	8/31/1993	Registered
3296-394	RED HOT CHICAGO ³	Chili	10/25/2012	85/763342	4,495,815	3/11/2014	Registered
3296-400	THE OFFICIAL CORNED BEEF OF ST. PATRICK'S DAY	Corned Beef	4/19/2013	85/909350	4,539,937	5/27/2014	Registered
3296-257	THE ORIGINAL CHICAGO STYLE	wieners	11/29/1989	74/006024	1,745,284	1/5/1993	Registered
3296-338	THE WEENIE THE WORLD AWAITED	Short-sleeved or long-sleeved t-shirts; sweat shirts.	11/3/2009	77/863877	4,049,827	11/1/2011	Registered
3296-260	TWO BROS. PICKLES (& Design)	pickles	11/23/2004	76/621859	3,056,951	2/7/2006	Registered

¹ Owner is Vienna Brands, LLC

² Owner is Vienna Brands, LLC

³ Owner is Vienna Brands, LLC

U.S. TRADEMARKS

PFS Case Number	Mark	Goods / Services	Filing Date	Serial Number	Registration Number	Date Issued	Status
3296-262	V (& Design - OUTLINE OF V WITH HOTDOG ON FORK)	meat products - namely, corned beef, cooked corned beef, tongues, and sausages, including frankfurters, knockwurst, polish sausage, beef sticks, cocktail frankfurters and pastrami	4/17/1957	72/028398	661,990	5/20/1958	Registered
3296-263	V (& Design - OUTLINE OF V WITH HOTDOG ON FORK)	sausages	10/12/1955	71/696337	636,028	10/16/1956	Registered
3296-265	VIENNA	meat products - namely, corned beef, cooked corned beef, tongues, and sausages, including frankfurters, knockwurst, polish tongue, corned beef, frankfurters, wieners, knockwurst, polish sausage, pastrami and bologna	4/17/1957	72/028401	673,266	1/27/1959	Registered
3296-267	VIENNA BEEF	frankfurters; wieners; polish sausage; knockwurst; bologna; salami; thin salami type sausage; summer sausage; corned beef; tongue, namely cooked, pickled, and smoked; pastrami; roast beef; beef prepared with barbeque sauce; corned beef hash; beef bacon;	5/24/1973	72/458505	981269	3/26/1974	Registered
3296-268	VIENNA BEEF (& DESIGN OF FORK ON TWO LINES)		11/7/1983	73/451639	1,359,416	9/10/1985	Registered
3296-377	VIENNA BEEF CHILI COMPANY	Chili	1/27/2012	85/527534	4,213,315	9/25/2012	Registered
3296-378	VIENNA SOUP COMPANY	Soup	1/27/2012	85/527551	4,213,316	9/25/2012	Registered
3296-440	WHERE CRAFT MEETS KETTLE	Chili; Soups	5/17/2018	87/453277	5,499,209	6/19/2018	Registered