

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515263

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Agency Resignation and Assignment of Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc. as resigning collateral agent		03/20/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as successor collateral agent
Street Address:	50 South Sixth Street
Internal Address:	Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	342328	AQUILA D'ORO
Registration Number:	1670852	LIGURIA
Registration Number:	1690370	LIGURIA LIGURIA
Registration Number:	3711972	BEIRMEISTER
Registration Number:	3714813	GRATIFICA
Registration Number:	4022326	LIGURIA
Registration Number:	4055413	LIGURIA FOODS
Registration Number:	4595883	LIGURIA FOODS

CORRESPONDENCE DATA

Fax Number: 2123548113

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: 6463667120

Email: iprecordations@whitecase.com

Correspondent Name: Daniel Gold

Address Line 1: 1221 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

TRADEMARK

ATTORNEY DOCKET NUMBER:	1130558-0167-N997
NAME OF SUBMITTER:	Daniel Gold
SIGNATURE:	/Daniel Gold/
DATE SIGNED:	03/20/2019

Total Attachments: 8

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**NOTICE OF AGENCY RESIGNATION AND ASSIGNMENT OF INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

THIS NOTICE OF AGENCY RESIGNATION AND ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “Notice”) is made and entered into as of March 20, 2019 by **MORGAN STANLEY SENIOR FUNDING, INC.**, a Delaware corporation as the resigning collateral agent (in such capacity, “Assignor”), in favor of **WILMINGTON TRUST, NATIONAL ASSOCIATION**, a national banking association with an address at 50 South Sixth Street, Suite 1290, Minneapolis, Minnesota 55402 as the successor collateral agent (in such capacity, “Assignee”).

W I T N E S S E T H

WHEREAS, Assignor is party to that certain Pledge and Security Agreement, dated as of June 28, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among CTI SAGINAW I, LLC, LIGURIA FOODS, INC. (each, a “Grantor”, and collectively, the “Grantors”), the other grantors party thereto, and Assignor;

WHEREAS, pursuant to (i) the Security Agreement, (ii) the intellectual property security agreement made by CTI SAGINAW I, LLC in favor of Assignor recorded at the United States Patent and Trademark Office on June 28, 2013 at Reel/Frame 030707/0368, and (iii) the intellectual property security agreement made by LIGURIA FOODS, INC. in favor of Assignor dated April 6, 2016 (collectively, the “Intellectual Property Security Agreements”), the Grantors granted to Assignor a continuing security interest in and to all of their Intellectual Property (as such term is used in the Intellectual Property Security Agreements), including the patents and trademarks set forth on Schedule I; and

WHEREAS, pursuant to that certain Second Lien Agency Resignation And Appointment Agreement and Second Amendment to the Second Lien Term Loan Agreement (“Agency Assignment”), dated as of March 20, 2019, among the Grantors, the other parties thereto, Assignor and Assignee, Assignor resigned as Administrative Agent and Collateral Agent under the Credit Agreement and other Loan Documents, and Assignee accepted its appointment as the Administrative Agent and Collateral Agent under the Credit Agreement and other Loan Documents, and Assignor assigned to Assignee each of the Liens and security interests granted to the Assignor under the Assigned Loan Documents, any other Loan Documents, Uniform Commercial Code financing statements (or other financing statements) filed by the Assignor on behalf of itself and the Secured Parties under the Loan Documents in connection with the Credit Agreement and the other Loan Documents, including, without limitation, all Liens with respect to intellectual property Collateral filed with the United States Patent and Trademark Office and the United States Copyright Office;

WHEREAS, pursuant to the Agency Assignment, Assignee assumed all Assigned Security Interests, for its benefit and for the benefit of the Secured Parties, and all such rights,

title and interests as secured party or lien holder or in connection with the Assigned Security Interests and such financing statements;

WHEREAS, Assignor and Assignee desire to enter into this Assignment to evidence the resignation of Assignor as the Administrative Agent and Collateral Agent, the appointment of Assignee as the Administrative Agent and Collateral Agent, and the assignment by Assignor to Assignee of the Intellectual Property Security Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Terms. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings as specified or otherwise used in the Agency Assignment.
2. Assignment. Assignor hereby transfers, assigns, grants and conveys to Assignee for the ratable benefit of the Secured Parties all of its right, title and interest in, to and under the Security Agreement and the Intellectual Property Security Agreements, including, without limitation, its security interest in, and Lien on, the Intellectual Property (as such term is used in the Intellectual Property Security Agreements), and Assignee hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests and Lien.
3. Acknowledgment of Grantors. The security interest assigned to Assignee as the new collateral agent for the Secured Parties pursuant to this Assignment, has been granted in conjunction with the security interest granted pursuant to the Security Agreement and Intellectual Property Security Agreements, and the Grantors hereby (i) confirm their 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) acknowledge and affirm that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Intellectual Property is more fully set forth in the Security Agreement and the Intellectual Property Security Agreements, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.
4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
5. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date above first written.

ASSIGNOR:

MORGAN STANLEY SENIOR FUNDING, INC.,
as the resigning agent

By: 

Name: Lisa Hanson

Title: Vice President

ACCEPTED AND AGREED
as of the date above first written:

ASSIGNEE:

WILMINGTON TRUST, N.A.,
as the successor agent

By:  _____

Name: Jeffery Rose
Vice President

Title: _____

ACCEPTED AND AGREED

as of the date above first written:

GRANTOR:

CTI SAGINAW I, LLC,

as Grantor

By: 

Name: Kent Percy

Title: Chief Restructuring Officer

[CTI – Second Lien IP Assignment Agreement]

TRADEMARK
REEL: 006597 FRAME: 0848

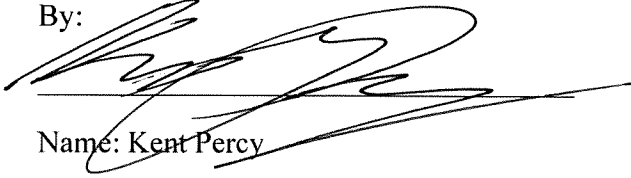
ACCEPTED AND AGREED
as of the date above first written:

GRANTOR:

Liguria Foods, Inc.,

as Grantor

By:

A handwritten signature in black ink, appearing to read 'Kent Percy', written over a horizontal line.

Name: Kent Percy

Title: Chief Restructuring Officer

[CTI – Second Lien IP Assignment Agreement]

TRADEMARK
REEL: 006597 FRAME: 0849

Schedule I

PATENTS

1	Patent #: <u>6482457</u> Issue Dt: 11/19/2002 Application #: 09640297 Filing Dt: 08/16/2000 Title: METHOD FOR PRODUCING A RECONSTITUTABLE DEHYDRATED FOOD PRODUCT
2	Patent #: <u>6220150</u> Issue Dt: 04/24/2001 Application #: 09641754 Filing Dt: 08/16/2000 Title: Apparatus for producing a reconstitutable dehydrated food product
3	Patent #: <u>7074444</u> Issue Dt: 07/11/2006 Application #: 10300197 Filing Dt: 11/19/2002 Publication #: <u>US20030068417</u> Pub Dt: 04/10/2003 Title: METHOD FOR PRODUCING A DEHYDRATED WHOLE FOOD PRODUCT
4	Patent #: <u>7029716</u> Issue Dt: 04/18/2006 Application #: 10745365 Filing Dt: 12/23/2003 Publication #: <u>US20040137135</u> Pub Dt: 07/15/2004 Title: METHOD AND SYSTEM FOR PRODUCING A DEHYDRATED WHOLE FOOD PRODUCT
5	Patent #: <u>RE41885</u> Issue Dt: 10/26/2010 Application #: 12148108 Filing Dt: 04/16/2008 Title: METHOD FOR PRODUCING A DEHYDRATED WHOLE FOOD PRODUCT
6	Patent #: NONE Issue Dt: Application #: 13208712 Filing Dt: 08/12/2011 Publication #: <u>US20120207889</u> Pub Dt: 08/16/2012 Title: SYSTEM AND METHOD FOR COST-EFFECTIVE PRODUCTION OF A DEHYDRATED FOOD PRODUCT

TRADEMARKS

1	Serial #: <u>71382603</u> Filing Dt: 08/26/1936 Reg #: <u>342328</u> Reg. Dt: 01/12/1937 Mark: AQUILA D'ORO
2	Serial #: <u>74027098</u> Filing Dt: 02/08/1990 Reg #: <u>1670852</u> Reg. Dt: 12/31/1991 Mark: LIGURIA
3	Serial #: <u>74182500</u> Filing Dt: 07/05/1991 Reg #: <u>1690370</u> Reg. Dt: 06/02/1992 Mark: LIGURIA LIGURIA
4	Serial #: <u>77722577</u> Filing Dt: 04/26/2009 Reg #: <u>3711972</u> Reg. Dt: 11/17/2009 Mark: BEIRMEISTER
5	Serial #: <u>77722579</u> Filing Dt: 04/26/2009 Reg #: <u>3714813</u> Reg. Dt: 11/24/2009 Mark: GRATIFICA
6	Serial #: <u>85230023</u> Filing Dt: 01/31/2011 Reg #: <u>4022326</u> Reg. Dt: 09/06/2011 Mark: LIGURIA
7	Serial #: <u>85233817</u> Filing Dt: 02/03/2011 Reg #: <u>4055413</u> Reg. Dt: 11/15/2011 Mark: LIGURIA FOODS
8	Serial #: <u>86104140</u> Filing Dt: 10/29/2013 Reg #: <u>4595883</u> Reg. Dt: 09/02/2014

Mark: LIGURIA FOODS