

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522432

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fleet National Bank		12/04/2003	Corporation:
RECEIVING PARTY DATA			
Name:	Empire Kosher Poultry, Inc.		
Street Address:	Rural Route 5, Box 228		
City:	Mifflintown		
State/Country:	PENNSYLVANIA		
Postal Code:	17059		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1265164	EMPIRE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	516-587-5713		
Email:	IP@hain.com		
Correspondent Name:	Jessica Rosenthal		
Address Line 1:	1111 Marcus Ave.		
Address Line 4:	Lake Success, NEW YORK 11042		
NAME OF SUBMITTER:	Jessica Rosenthal		
SIGNATURE:	/JessicaRosenthal/		
DATE SIGNED:	05/07/2019		
Total Attachments: 5			
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MEMORANDUM OF TRADEMARK AND SERVICE MARK SECURITY INTEREST

This Memorandum, dated as of December 4, 2003, is between Empire Kosher Poultry, Inc., a Delaware corporation (the "Mark Owner"), having a place of business at Rural Route 5, Box 228, Mifflintown, Pennsylvania 17059, and Spring Street Partners - II, L.P., a Delaware limited partnership, having a place of business at 717 North Harwood Street, Suite 2630, Dallas, Texas 75201, in its capacity as administrative agent (the "Secured Party") for itself and the other Lenders (as defined below) under the Second Amended and Restated Credit Agreement dated as of October 30, 2003, as amended and in effect from time to time (the "Credit Agreement"), among the Mark Owner, its subsidiaries from time to time party thereto, the lenders from time to time party thereto (the "Lenders") and the Secured Party.

1. Pursuant to the Credit Agreement dated as of June 20, 1997 (as amended and in effect from time to time prior to giving effect to the Prior Restated Credit Agreement, the "Prior Credit Agreement") among the Mark Owner, the lenders from time to time party thereto (the "Prior Lenders") and Fleet National Bank, as administrative agent (the "Prior Administrative Agent") for itself and the other Prior Lenders, the Prior Lenders agreed to make loans and other extensions of credit to the Mark Owner.

2. Pursuant to the Guaranty dated as of June 20, 1997 (as amended and in effect from time to time prior to giving effect to the Guarantee and Security Agreement, the "Prior Guaranty") made by Empire Kosher Restaurant Franchise System, Inc., a New York corporation, K&L Feeds, Inc., a Pennsylvania corporation, and Mattern's Hatchery, Inc., a Pennsylvania corporation (collectively, the "Prior Guarantors"), in favor of the Prior Lenders, each Prior Guarantor guaranteed the payment and performance of the obligations of the Mark Owner under the Prior Credit Agreement.

3. Pursuant to (a) the Security Agreement dated as of June 20, 1997 (as amended and in effect from time to time prior to giving effect to the Guarantee and Security Agreement, the "Prior Security Agreement"), made by the Mark Owner, Empire Kosher Holdings, Inc., a Delaware corporation, and the Prior Guarantors (collectively, the "Prior Obligors") in favor of the Prior Administrative Agent, and (b) the Intellectual Property Security Agreement dated as of June 20, 1997 (as amended and in effect from time to time prior to giving effect to the Guarantee and Security Agreement, the "Intellectual Property Security Agreement"; and, collectively with the Prior Guaranty and the Prior Security Agreement, the "Prior Credit Support Documents") made by the Prior Obligors in favor of the Prior Administrative Agent, each Prior Obligor granted to the Prior Administrative Agent, for the benefit of the Prior Lenders a security interest in all of the assets of such Prior Obligor (collectively, the "Collateral"), including all of such Prior Obligor's right, title and interest in and to, *inter alia*, certain trademarks, service marks and applications therefor, together with the registrations thereof and goodwill symbolized thereby, as described more fully in the Intellectual Property Security Agreement, to secure the payment and performance of the obligations of the Mark Owner under the Prior Credit Agreement.

4. The Prior Administrative Agent perfected its security interest in the Collateral by, *inter alia*, filing the Intellectual Property Security Agreement with the U.S. Patent and Trademark Office (the "PTO") on December 10, 1997. This filing is recorded with the PTO at

reel 1666, frame 0920. On April 8, 1998, the Prior Administrative Agent made a corrective filing with the PTO, correcting inadvertent errors in the schedules attached to the Intellectual Property Security Agreement originally filed on December 10, 1997, which corrective filing is recorded with the PTO at reel 1743, frame 0373.

5. Pursuant to an Amended and Restated Credit Agreement dated as of August 31, 2000 (as amended and in effect from time to time prior to giving effect to the Credit Agreement, the "Prior Restated Credit Agreement") among the Mark Owner, the Prior Lenders and the Prior Administrative Agent, the Prior Credit Agreement was amended and restated in its entirety on the terms set forth in the Prior Restated Credit Agreement. The Prior Restated Credit Agreement was not a novation of the Prior Credit Agreement, and all obligations of the Mark Owner outstanding under the Prior Credit Agreement remained outstanding under the Prior Restated Credit Agreement.

6. Pursuant to the letter agreement dated July 8, 2003 between the Secured Party and the Prior Administrative Agent, (a) the Prior Administrative Agent resigned as administrative agent under the Prior Restated Credit Agreement, (b) the Secured Party was appointed as administrative agent under the Prior Restated Credit Agreement and (c) the Mark Owner consented to such resignation and appointment.

7. Pursuant to the Credit Agreement, the Prior Restated Credit Agreement was amended and restated in its entirety on the terms set forth in the Credit Agreement. The Credit Agreement was not a novation of the Prior Restated Credit Agreement, and, except as modified by the terms of the Credit Agreement, all obligations of the Mark Owner outstanding under the Prior Restated Credit Agreement remained outstanding under the Credit Agreement.

8. Pursuant to the Guarantee and Security Agreement dated as of October 30, 2003 (the "Guarantee and Security Agreement") among the Mark Owner, its subsidiaries from time to time party thereto (the "Subsidiary Obligors") and the Secured Party, the Prior Credit Support Documents were amended, restated and consolidated in their entirety on the terms set forth in the Guarantee and Security Agreement. The Guarantee and Security Agreement was not a novation of the Prior Credit Support Documents, and, except as modified by the terms of the Guarantee and Security Agreement, the respective guarantees, and the respective security interests in the Collateral, granted by the Mark Owner and the Subsidiary Obligors in favor of the Prior Administrative Agent under the Prior Credit Support Documents to secure the payment and performance of the obligations of the Mark Owner under the Prior Credit Agreement, as amended and restated by the Prior Restated Credit Agreement, remained outstanding in favor of the Secured Party under the Guarantee and Security Agreement to secure the payment and performance of the obligations of the Mark Owner under the Prior Credit Agreement, as amended and restated by the Prior Restated Credit Agreement, and as further amended and restated by the Credit Agreement.

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The Mark Owner and the Secured Party have executed this Memorandum effective as of the date first above written.

Mark Owner:


EMPIRE KOSHER POULTRY, INC.

Secured Party:

SPRING STREET PARTNERS - II, L.P. ,
as Administrative Agent under the
Credit Agreement referred to above

By: Spring Street Capital, L.L.C.
its General Partner

By _____
Name: John A. Turner
Title: President & C.E.O.

By 
Name: Alfred W. Bowman, Jr.
Title: Senior Managing Director.

The Mark Owner and the Secured Party have executed this Memorandum effective as of the date first above written.

Mark Owner:

EMPIRE KOSHER POULTRY, INC.

Secured Party:

SPRING STREET PARTNERS - II, L.P.,
as Administrative Agent under the
Credit Agreement referred to above

By: **Spring Street Capital, L.L.C.**
its General Partner

By: 

Name: **John A. Turner**
Title: **President & C.E.O.**

By: _____
Name: **Alfred W. Bowman, Jr.**
Title: **Senior Managing Director.**

EXHIBIT A

**Additional Registration Numbers for Security Interest between
Empire Kosher Poultry, Inc. and Spring Street Partners – II, LP**

3. 1024799
4. 1098920
5. 1144401
6. 1134751
7. 1134752
8. 1183117
9. 1142748
10. 1142749
11. 1164799
12. 1265164
13. 1407844
14. 1696257
15. 1481745
16. 1506662
17. 1506663
18. 1503446
19. 1682136
20. 1753340
21. 1757054
22. 1767057
23. 1810297