

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523378

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent and Trademark Security Agreement
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Harris Soup Company		05/13/2019	Corporation: OREGON

RECEIVING PARTY DATA

Name:	BNP Paribas, as Administrative Agent
Street Address:	787 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Société Anonyme (Sa): FRANCE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2221780	STEAKMAN JACK'S
Registration Number:	2371273	DAD'S BATHTUB
Registration Number:	2524452	HEAVEN'S DELIGHT
Registration Number:	3028620	BAD JACK'S
Registration Number:	3180733	JUMPIN' JILLIE'S
Registration Number:	4456528	MODERN BISTRO
Registration Number:	4462247	STEAKMAN JACK'S
Registration Number:	4611038	ASIAN TABLE
Registration Number:	4695443	HARRY'S SINCE 1977
Registration Number:	4999459	SPOON & FORK

CORRESPONDENCE DATA

Fax Number: 2138918763

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.

Email: rhonda.deleon@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

OP \$265.00 2221780

ATTORNEY DOCKET NUMBER:	049018-0101
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	05/13/2019

Total Attachments: 9

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PATENT AND TRADEMARK SECURITY AGREEMENT dated as of May 13, 2019 (this "Agreement"), among the signatories hereto (each, a "Patent/Trademark Grantor") and BNP Paribas ("BNP Paribas"), as Administrative Agent.

Reference is made to (a) the First Lien Credit Agreement dated as of dated as of August 24, 2018, (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among KC Culinarte Intermediate, LLC, a Delaware limited liability company (the "Borrower"), KC Culinarte Corp., a Delaware corporation ("Holdings"), the Lenders from time to time party thereto and BNP Paribas, as Administrative Agent, and (b) the First Lien Guarantee and Collateral Agreement dated as of dated as of August 24, 2018 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other Subsidiary Loan Parties from time to time party thereto and BNP Paribas, as Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Patent/Trademark Grantor party hereto (other than the Borrower) is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Patent/Trademark Grantor pursuant to the Collateral Agreement did, and each Patent/Trademark Grantor hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Patent/Trademark Grantor or in, to or under which such Patent/Trademark Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

(a)(i) all letters patent of the United States of America, all registrations and recordings thereof, and all applications for letters patent of the United States of America, including registrations, recordings and pending applications in the United States Patent and Trademark Office, including those listed on Schedule I, and (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein; and

(b)(i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings

thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, and all extensions or renewals thereof, including those listed on Schedule II, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill;

provided that the Patent and Trademark Collateral shall not include any Excluded Property.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Patent/Trademark Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.


SECTION 5. Incorporation By Reference. The provisions of Sections 7.02, 7.04, 7.05, 7.08 and 7.09 of the Collateral Agreement are hereby incorporated into this Supplement, mutatis mutandis, and each party hereto agrees to be bound thereby, as if fully set forth herein.

SECTION 6. Recordation. The parties hereto authorize and request that the Commissioner for Patents and the Commissioner for Trademarks, as applicable, of the United States Patent and Trademark Office and any other applicable Governmental Authority record this Agreement.

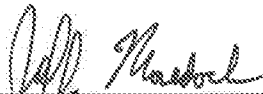
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

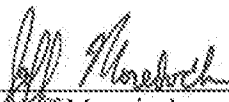
THE HARRIS SOUP COMPANY


Name: Jeff Moredock
Title: Secretary, Vice President,
Assistant Treasurer

CUIZINA FOOD COMPANY, LLC


Name: Jeff Moredock
Title: Secretary, Vice President,
Assistant Treasurer

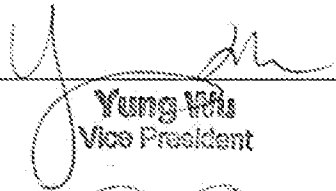
CULINARTE' MARKETING GROUP, LLC


Name: Jeff Moredock
Title: Vice President

[Signature Page to Patent and Trademark Security Agreement (First Lien)]

TRADEMARK
REEL: 006644 FRAME: 0440

BNP PARIBAS,
as Administrative Agent



Name: **Yung Wfu**
Title: **Vice President**



Name: **Kwang Kyun Choi**
Title: **Vice President**

SCHEDULE I

Patents Owned by Patent/Trademark Grantors

U.S. Patent Registrations

<u>Type</u>	<u>Registration No.</u>	<u>Registration Date</u>
None.		



U.S. Patent Applications

<u>Type</u>	<u>Application No.</u>	<u>Filing Date</u>
None.		

SCHEDULE II

Trademarks Owned by The Harris Soup Company

U.S. Trademark Registrations


<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
STEAKMAN JACK'S	2221780	2/2/1999
DAD'S BATHTUB	2371273	7/25/2000
HEAVEN'S DELIGHT	2524452	1/1/2002
BAD JACK'S BAD JACK'S	3028620	12/13/2005
JUMPIN' JILLIE'S JUMPIN' JILLIE'S	3180733	12/5/2006
MODERN BISTRO MODERN BISTRO	4456528	12/24/2013
STEAKMAN JACK'S STEAKMAN JACK'S	4462247	1/7/2014
ASIAN TABLE ASIAN TABLE	4611038	9/23/2014
HARRY'S SINCE 1977 	4695443	3/3/2015
SPOON & FORK 	4999459	7/12/2016

U.S. Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
None.		

Trademarks Owned by Cuizina Food Company, LLC

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
CUIZINA ITALIA	1426752	1/27/1987
CUIZINA FOOD COMPANY 	3005535	10/11/2005

U.S. Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
None.		

Trademarks Owned by CulinArte' Marketing Group, LLC

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
	5549033	08/28/2018
	5549032	08/28/2018
BONEWERKES CULINARTE'	5544351	08/28/2018
BONEWERKES CULINARTE'	5549031	08/28/2018

U.S. Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
None.		