

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527785

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|--------------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SUR LA TABLE, INC. | | 06/14/2019 | Corporation: WASHINGTON |
| RECEIVING PARTY DATA | | | |
| Name: | WELLS FARGO BANK, NATIONAL ASSOCIATION | | |
| Street Address: | ONE BOSTON PLACE | | |
| City: | BOSTON | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02108 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88434145 | LA MARQUE 84 | |
| Serial Number: | 88434143 | LA MARQUE 84 | |
| Serial Number: | 88434142 | LA MARQUE 84 | |
| Serial Number: | 88434141 | LA MARQUE 84 | |
| Serial Number: | 88434140 | LA MARQUE 84 | |
| Serial Number: | 88434137 | LA MARQUE 84 | |
| Serial Number: | 88215978 | THE CHEF IS IN | |
| Serial Number: | 88215968 | WE TEACH AMERICA TO COOK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8004947512 | | |
| <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: | 202.370.4750 | | |
| Email: | ipteam@cogencyglobal.com | | |
| Correspondent Name: | Joanna McCall | | |
| Address Line 1: | 1025 Vermont Ave NW, Suite 1130 | | |
| Address Line 2: | COGENCY GLOBAL INC. | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | 1095880 | | |
| NAME OF SUBMITTER: | Janet S. Wamsley | | |

OP \$215.00 88434145

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| SIGNATURE: | /Janet S. Wamsley/ |
| DATE SIGNED: | 06/14/2019 |
| Total Attachments: 5 source=SUR LA TABLE Trademark Amendment Filing#page2.tif source=SUR LA TABLE Trademark Amendment Filing#page3.tif source=SUR LA TABLE Trademark Amendment Filing#page4.tif source=SUR LA TABLE Trademark Amendment Filing#page5.tif source=SUR LA TABLE Trademark Amendment Filing#page6.tif | |

**SECOND AMENDMENT TO
TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT**

This Second Amendment to Trademark Collateral Security and Pledge Agreement (the "**Amendment**") is made as of this 14th day of June, 2019, by and between:

SUR LA TABLE, INC., a Washington corporation having an address of 6100 4th Avenue S., Suite 500, Seattle, Washington 98108 (the "**Assignor**"), and

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association having an address of One Boston Place, 18th Floor, Boston, Massachusetts 02108, as agent for itself and other lenders (hereinafter, in such capacity, the "**Agent**").

W I T N E S S E T H:

A. The Assignor and the Agent are parties to that certain Trademark Collateral Security and Pledge Agreement dated as of July 28, 2011 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Security Agreement**"), pursuant to which the Assignor pledged, assigned and granted a security interest in favor of the Agent in certain Pledged Trademarks (as defined therein).

B. The Assignor has acquired additional Trademarks and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Trademarks and all Trademark Registrations, Trademark License Rights, Trademark Rights, Associated Goodwill, Related Assets, and all accessions to, substitutions for, replacements of and all products and proceeds of any and all of the foregoing in favor of the Agent.

C. The Assignor and the Agent, among others, have entered into a certain Seventh Amendment to Loan and Security Agreement of even date herewith, and it is a condition thereof that the Assignor execute and deliver this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Assignor and the Agent hereby agree as follows:

1. **Definitions.** All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Security Agreement.
2. **Amendment to Schedule A.** The Security Agreement is hereby amended by adding Schedule A-2 attached hereto as an addition to Schedule A attached to the Security Agreement. For purposes of clarity, such Schedule A-2 shall be deemed to supplement, rather than replace, Schedule A annexed to the Security Agreement. Without limiting the grant of security interest provided in the Security Agreement and any other Loan Document, the Assignor hereby unconditionally grants to the Agent, for the benefit of the Lender Group, as collateral security for the payment and performance in full of all of the Obligations, a continuing security interest in and first priority lien on the Pledged Trademarks (including, without limitation, the Trademarks set forth on Schedule A-2), and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Agent for the benefit of the Lender Group; provided, that the security interest granted hereunder shall in no event include any Excluded Property.

3. Miscellaneous:

- A. Except as provided herein, all terms and conditions of the Security Agreement remain in full force and effect. The Assignor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.
- B. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Amendment by signing any such counterpart. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment.
- C. This Amendment and the other Loan Documents reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.
- D. The provisions of Sections 13, 14, 17, 18 and 20 of the Security Agreement are hereby incorporated herein by reference, *mutatis mutandis*.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

“ASSIGNOR”

SUR LA TABLE, INC.

By: Christine Naismith

Name: Christine Naismith

Title: Chief Financial Officer

“AGENT”

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: _____

Name: Emily Abrahamson

Title: Duly Authorized Signatory

[Signature Page to Second Amendment to Trademark Collateral Security and Pledge Agreement]

**TRADEMARK
REEL: 006669 FRAME: 0869**

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

“ASSIGNOR”

SUR LA TABLE, INC.

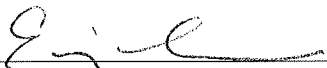
By: _____

Name:

Title:

“AGENT”

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By:  _____

Name: Emily Abrahamson

Title: Duly Authorized Signatory

[Signature Page to Second Amendment to Trademark Collateral Security and Pledge Agreement]

**TRADEMARK
REEL: 006669 FRAME: 0870**

SCHEDULE A-2

| <u>Trademark</u> | <u>Owner</u> | <u>Filing/Registration Date</u> | <u>Application/Registration No.</u> |
|------------------------------|--------------------|----------------------------------------------|--------------------------------------------|
| LA MARQUE 84 | Sur La Table, Inc. | Filing Date 5/16/2019 Reg. Date (pending) | Appl. No. 88,434,145 Reg. No. (pending) |
| LA MARQUE 84 | Sur La Table, Inc. | Filing Date 5/16/2019 Reg. Date (pending) | Appl. No. 88,434,143 Reg. No. (pending) |
| LA MARQUE 84 | Sur La Table, Inc. | Filing Date 5/16/2019 Reg. Date (pending) | Appl. No. 88,434,142 Reg. No. (pending) |
| LA MARQUE 84 | Sur La Table, Inc. | Filing Date 5/16/2019 Reg. Date (pending) | Appl. No. 88,434,141 Reg. No. (pending) |
| LA MARQUE 84 | Sur La Table, Inc. | Filing Date 5/16/2019 Reg. Date (pending) | Appl. No. 88,434,140 Reg. No. (pending) |
| LA MARQUE 84 | Sur La Table, Inc. | Filing Date 5/16/2019 Reg. Date (pending) | Appl. No. 88,434,137 Reg. No. (pending) |
| THE CHEF IS IN | Sur La Table, Inc. | Filing Date 12/4/2018 Reg. Date (pending) | Appl. No. 88,215,978 Reg. No. (pending) |
| WE TEACH AMERICA HOW TO COOK | Sur La Table, Inc. | Filing Date 12/4/2018 Reg. Date (pending) | Appl. No. 88,215,968 Reg. No. (pending) |

[Schedule A-2 to Second Amendment to Trademark Collateral Security and Pledge Agreement]