

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543264

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HAROLD LEVINSON ASSOCIATES, LLC		09/27/2019	Limited Liability Company: NEW YORK
CONSUMER PRODUCT DISTRIBUTORS, LLC		09/27/2019	Limited Liability Company: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	One Bryant Park
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3593666	ISLAND COFFEE CO.
Registration Number:	5504066	UNCLE ED'S PANTRY
Registration Number:	5504067	UNCLE ED'S PANTRY FRESH - LOCAL - DELICI
Registration Number:	2344260	ISLAND COFFEE
Serial Number:	87806726	ISLAND COFFEE CO.
Registration Number:	3882286	BEANTOWN
Registration Number:	3991556	BEANTOWN COFFEE

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Jade.Tanks@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

OP \$190.00 3593666

NAME OF SUBMITTER:	Syed Humza Moinuddin
SIGNATURE:	/Syed Humza Moinuddin/
DATE SIGNED:	10/01/2019
Total Attachments: 8 source=Cover Letter and A&R TSA for USPTO Filing (Harold Levinson)_5860309_1#page1.tif source=Cover Letter and A&R TSA for USPTO Filing (Harold Levinson)_5860309_1#page2.tif source=Cover Letter and A&R TSA for USPTO Filing (Harold Levinson)_5860309_1#page3.tif source=Cover Letter and A&R TSA for USPTO Filing (Harold Levinson)_5860309_1#page4.tif source=Cover Letter and A&R TSA for USPTO Filing (Harold Levinson)_5860309_1#page5.tif source=Cover Letter and A&R TSA for USPTO Filing (Harold Levinson)_5860309_1#page6.tif source=Cover Letter and A&R TSA for USPTO Filing (Harold Levinson)_5860309_1#page7.tif source=Cover Letter and A&R TSA for USPTO Filing (Harold Levinson)_5860309_1#page8.tif	

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”) is made as of September 27, 2019, by HAROLD LEVINSON ASSOCIATES, LLC, a New York limited liability company (“**HLA**”) and CONSUMER PRODUCT DISTRIBUTORS, LLC, a Massachusetts limited liability company (“**CPD**” and, together with HLA, individually and collectively, jointly and severally, the “**Grantor**”), in favor of BANK OF AMERICA, N.A. (“**Administrative Agent**”), as administrative agent for the financial institutions and other Persons (the “**Lenders**”) from time to time party to the Loan and Security Agreement described below. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan and Security Agreement.

WITNESSETH

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement, dated as of the date hereof, among HAROLD LEVINSON ASSOCIATES, LLC, a New York limited liability company (“**HLA**”), RACHAEL’S FOOD, LLC, a Massachusetts limited liability company (“**RFL**”), CPD (together with HLA, RFL and any other Person that hereafter becomes a borrower party thereto, each, a “**Borrower**” and collectively, the “**Borrowers**”), NATIONAL CONVENIENCE DISTRIBUTORS, LLC (formerly known as Harold Levinson Holdings, LLC), a Delaware limited liability company, E&R REALTY, LLC, a Massachusetts limited liability company, Administrative Agent (in such capacity), BANK OF AMERICA, N.A., a national banking association, in its capacity as joint lead arranger and joint bookrunner, WELLS FARGO BANK, N.A., a national banking association, in its capacity as joint lead arranger and joint bookrunner and the Lenders (as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Loan and Security Agreement**”), the Lenders have agreed to make certain Loans and extend certain other financial accommodations to or for the benefit of the Grantor; and

WHEREAS, pursuant to the Loan and Security Agreement, the Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, among other Collateral, certain Intellectual Property of the Grantor, including the Trademarks (as defined below), and have agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate Governmental Authorities.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with Administrative Agent as follows:

1. Grant of Security. To secure the prompt payment and performance of the Obligations, the Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien upon all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions or otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the commissioner for the Trademarks and any other appropriate Governmental Authorities to record this Trademark Security Agreement upon request by Administrative Agent.

3. Loan Documents. The Loan and Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference hereto. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall control.

4. Notices. Notices and other communications provided for herein shall be in the manner and at the addresses set forth in and otherwise in accordance with, Section 14.3 of the Loan Agreement.

5. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in 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 to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

6. Successors and Assigns. This Trademark Security Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

8. Amendment and Restatement. This Trademark Security Agreement amends, restated, replaces and supersedes that certain Trademark Security Agreement, dated September 28, 2018, between HLA and Administrative Agent (the "Existing Trademark Security Agreement"). This Trademark Security Agreement is being delivered in substitution for and replacement of, and not in satisfaction of, the Existing Trademark Security Agreement. This Trademark Security Agreement is not intended to extinguish, release or otherwise discharge HLA's obligations under the Existing Trademark Security Agreement and is not intended to be a novation of HLA's obligations thereunder.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Amended and Restated Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

HAROLD LEVINSON ASSOCIATES, LLC

By: 

Name: Andrew DeFrancesco

Title: Chief Financial Officer

CONSUMER PRODUCT DISTRIBUTORS, LLC

By: 

Name: Andrew DeFrancesco

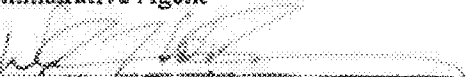
Title: Vice President

[Signature Page - Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 006759 FRAME: 0063

AGREED TO AND ACCEPTED:

BANK OF AMERICA, N.A.,
as Administrative Agent


By: 
Name: William J. Wilson
Title: Senior Vice President

[Signature Page - Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 006759 FRAME: 0064

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Company</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Harold Levinson Associates, LLC	ISLAND COFFEE CO.	3593666	March 24, 2009
Harold Levinson Associates, LLC	UNCLE ED'S PANTRY	5504066	June 26, 2018
Harold Levinson Associates, LLC		5504067	June 26, 2018
Harold Levinson Associates, LLC	ISLAND COFFEE	2344260	April 25, 2000
Harold Levinson Associates, LLC	ISLAND COFFEE CO.	N/A - STILL PENDING (Serial No. 87806726)	N/A - STILL PENDING (Filing Date February 22, 2018)
Consumer Product Distributors, LLC	BEANTOWN	3882286	November 30, 2010
Consumer Product Distributors, LLC	BEANTOWN COFFEE	3991556	July 12, 2011