

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545184

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Whaley Foodservice, LLC		10/15/2019	Limited Liability Company: DELAWARE
Parts Town, LLC		10/15/2019	Limited Liability Company: ILLINOIS
Heritage Food Service Group, Inc		10/15/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Golub Capital Markets LLC
Street Address:	666 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10103
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Serial Number:	88481662	SIMPLE FIX
Serial Number:	88481654	MY EQUIPMENT360
Serial Number:	88481666	RESEARCH. VERIFY. BUY.
Serial Number:	88481673	WHEREVER THE REPAIR TAKES YOU
Serial Number:	88481677	STOCKSYNC
Serial Number:	88481683	STOCKED & READY
Serial Number:	87347504	H EXPERT ID360
Serial Number:	87347527	H EXPERT ID360
Serial Number:	87347551	ADVANCING PARTS IDENTIFICATION
Serial Number:	86273296	EVERY PART A HERO
Serial Number:	86273309	H HERITAGE FOODSERVICE GROUP
Serial Number:	86273327	RIGHT PART. RIGHT TIME. EVERY TIME.
Serial Number:	86978291	H HERITAGE FOODSERVICE GROUP
Serial Number:	86978293	EVERY PART A HERO
Serial Number:	86978324	RIGHT PART, RIGHT TIME, EVERY TIME

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Property Type	Number	Word Mark
Serial Number:	86979709	EVERY PART A HERO
Serial Number:	86259302	H HERITAGE SERVICE GROUP
Serial Number:	86259314	H HERITAGE PARTS
Serial Number:	86978294	WE EXTEND THE OEM'S SERVICE AND BRAND RE
Serial Number:	86126025	
Serial Number:	85734299	HERITAGE FOOD SERVICE GROUP INC.
Serial Number:	86528261	TECHTOWN
Serial Number:	86491489	PARTSMATCH
Serial Number:	86042656	PARTSPIN
Serial Number:	86043243	PARTSPIN
Serial Number:	85207879	PARTSTOWN
Serial Number:	85207928	PARTSTOWN
Serial Number:	86480145	COOL TOOLS. HOT IDEAS.
Serial Number:	86126453	WHALEY FOODSERVICE
Serial Number:	85762480	KNOW HOW. RIGHT NOW.
Serial Number:	85761072	WHALEY FOODSERVICE. PART SMART. SERVICE
Serial Number:	78622522	NO ONE WORKS HARDER TO KEEP YOU COOLING.
Serial Number:	75460703	"NO ONE WORKS HARDERTO KEEP YOU

CORRESPONDENCE DATA

Fax Number:

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: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1182886-0097-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	10/15/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of October 15, 2019, by and among Parts Town, LLC, an Illinois limited liability company, Whaley Foodservice, LLC, a Delaware limited liability company, and Heritage Food Service Group, Inc., a Delaware corporation (each, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of GOLUB CAPITAL MARKETS LLC, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement dated as of October 15, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: all Trademarks of such Grantor, including those listed on Schedule I attached hereto, and all goodwill connected with the use of and symbolized thereby.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby and thereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof with respect to any Grantor, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

**PARTS TOWN, LLC
WHALEY FOODSERVICE, LLC**

By: *Lori A. Sherwood*
Name: Lori A. Sherwood
Title: Secretary

HERITAGE FOOD SERVICE GROUP, INC.

By: _____
Name: John McDonough
Title: Chief Executive Officer

**PARTS TOWN, LLC
WHALEY FOODSERVICE, LLC**


By: _____
Name: Lori Sherwood
Title: Chief Financial Officer

HERITAGE FOOD SERVICE GROUP, INC.

By:  _____
Name: John McDonough
Title: Chief Executive Officer

[Signature Page to Parts Town Trademark Security Agreement]

GOLUB CAPITAL MARKETS LLC,
as Administrative Agent

By: 
Name: Marc C. Robinson
Title: Managing Director

[Signature Page to Parts Town Trademark Security Agreement]

TRADEMARK
REEL: 006771 FRAME: 0561

Schedule I
Trademark Registrations and Use Applications

1. Heritage Food Service Group, Inc.

Owner	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
HERITAGE FOOD SERVICE GROUP, INC.	SIMPLE FIX	88481662	20-Jun-19	N/A	N/A
HERITAGE FOOD SERVICE GROUP, INC.	MY EQUIPMENT360	88481654	20-Jun-19	N/A	N/A
HERITAGE FOOD SERVICE GROUP, INC.	RESEARCH. VERIFY. BUY.	88481666	20-Jun-19	N/A	N/A
HERITAGE FOOD SERVICE GROUP, INC.	WHEREVER THE REPAIR TAKES YOU	88481673	20-Jun-19	N/A	N/A
HERITAGE FOOD SERVICE GROUP, INC.	STOCKSYNC	88481677	20-Jun-19	N/A	N/A
HERITAGE FOOD SERVICE GROUP, INC.	STOCKED & READY	88481683	20-Jun-19	N/A	N/A
HERITAGE FOOD SERVICE GROUP, INC.	EXPERT ID360	87347504	23-Feb-17	5710347	26-Mar-19
HERITAGE FOOD SERVICE GROUP, INC.	H EXPERT ID360	87347527	23-Feb-17	5710348	26-Mar-19
HERITAGE FOOD SERVICE GROUP, INC.	ADVANCING PARTS IDENTIFICATION	87347551	23-Feb-17	5710349	26-Mar-19
HERITAGE FOOD SERVICE GROUP, INC.	EVERY PART A HERO	86273296	6-May-14	5147005	21-Feb-17
HERITAGE FOOD SERVICE GROUP, INC.	H HERITAGE FOODSERVICE GROUP	86273309	6-May-14	5147006	21-Feb-17
HERITAGE FOOD SERVICE GROUP, INC.	RIGHT PART. RIGHT TIME. EVERY TIME.	86273327	6-May-14	5555971	4-Sep-18
HERITAGE FOOD SERVICE GROUP, INC.	H HERITAGE FOODSERVICE GROUP	86978291	6-May-14	4924475	22-Mar-16
HERITAGE FOOD SERVICE GROUP, INC.	EVERY PART A HERO	86978293	6-May-14	4924477	22-Mar-16
HERITAGE FOOD SERVICE GROUP, INC.	RIGHT PART, RIGHT TIME, EVERY TIME	86978324	6-May-14	4929228	29-Mar-16
HERITAGE FOOD SERVICE GROUP, INC.	EVERY PART A HERO	86979709	6-May-14	5024251	16-Aug-16
HERITAGE FOOD SERVICE GROUP, INC.	H HERITAGE SERVICE GROUP	86259302	22-Apr-14	4965126	24-May-16
HERITAGE FOOD SERVICE GROUP, INC.	H HERITAGE PARTS	86259314	22-Apr-14	4923367	22-Mar-16

Owner	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
HERITAGE FOOD SERVICE GROUP, INC.	WE EXTEND THE OEM'S SERVICE AND BRAND REACH BEYOND ITS AUTHORIZED NETWORK OF SERVICE PROVIDERS.	86978294	22-Apr-14	4924478	22-Mar-16
HERITAGE FOOD SERVICE GROUP, INC.	Design Only	86126025	21-Nov-13	4918621	15-Mar-16
HERITAGE FOOD SERVICE GROUP, INC.	HERITAGE FOOD SERVICE GROUP INC.	85734299	20-Sep-12	4357093	25-Jun-13

2. Parts Town, LLC

Owner	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
PARTS TOWN, LLC	TECHTOWN	86528261	9-Feb-15	4933891	5-Apr-16
PARTS TOWN, LLC	PARTSMATCH	86491489	29-Dec-14	4797056	18-Aug-15
PARTS TOWN, LLC	PARTSPIN	86042656	20-Aug-13	4521070	29-Apr-14
PARTS TOWN, LLC	PARTSPIN	86043243	20-Aug-13	4521094	29-Apr-14
PARTS TOWN, LLC	PARTSTOWN	85207879	30-Dec-10	3997784	19-Jul-11
PARTS TOWN, LLC	PARTSTOWN	85207928	30-Dec-10	3997785	19-Jul-11

3. Whaley Foodservice, LLC

Owner	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
WHALEY FOODSERVICE, LLC	COOL TOOLS. HOT IDEAS.	86480145	15-Dec-14	4785709	4-Aug-15
WHALEY FOODSERVICE, LLC	WHALEY FOODSERVICE	86126453	22-Nov-13	4623688	21-Oct-14
WHALEY FOODSERVICE, LLC	KNOW HOW. RIGHT NOW.	85762480	24-Oct-12	4357761	25-Jun-13
WHALEY FOODSERVICE, LLC	WHALEY FOODSERVICE. PART SMART. SERVICE SAVVY.	85761072	23-Oct-12	4391053	27-Aug-13
WHALEY FOODSERVICE, LLC	NO ONE WORKS HARDER TO KEEP YOU COOLING.	78622522	4-May-05	3169992	7-Nov-06
WHALEY FOODSERVICE, LLC	"NO ONE WORKS HARDERTO KEEP YOU COOKING."	75460703	1-Apr-98	2303570	28-Dec-99