

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545532

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Moran Foods, LLC		10/16/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Collateral Agent		
Street Address:	390 Greenwich Street, 1st Floor		
City:	New Youk		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87935272	CRYSTAL FALLS	
Serial Number:	87935246	CRYSTAL FALLS BRISE	
Serial Number:	88070768	DISH'D	
Serial Number:	88070765	DISH'D	
Serial Number:	88054485	NEWBURY MILLS	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3128767700		
Email:	thomas.buettner@lw.com		
Correspondent Name:	Thomas J. Buettner		
Address Line 1:	Latham & Watkins LLP		
Address Line 2:	330 North Wabash Avenue, Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	059465-0003		
NAME OF SUBMITTER:	Thomas J. Buettner		
SIGNATURE:	/tjb/		
DATE SIGNED:	10/17/2019		

OP \$140.00 87935272

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of October 16, 2019 is entered into by Moran Foods, LLC ("Grantor") in favor of Citibank, N.A. as Collateral Agent (together with its successors, in such capacity, the "Collateral Agent") for the benefit of the Secured Parties (as defined in the Pledge and Security Agreement described below).

WHEREAS, Grantor executed and delivered that certain Term Loan Pledge and Security Agreement, dated as of December 5, 2016, in favor of the Collateral Agent (as the same may be amended, restated, amended and restated or otherwise modified, the "Pledge and Security Agreement"), pursuant to which Grantor granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of Grantor's right, title, and interest in and to the Trademark Collateral (as defined in the Original Trademark Security Agreement);

WHEREAS, pursuant to the terms of the Trademark Security Agreement dated December 5, 2016 (the "Original Trademark Security Agreement"), Grantor has agreed to grant the Collateral Agent, for the benefit of the Secured Parties, a security interest in any after-acquired Trademark Collateral of Grantor;

WHEREAS, Grantor recently acquired the Additional Collateral (as defined below) and has agreed in connection therewith to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement or the Credit Agreement referred to therein.

SECTION 2. Grant of Security Interest. Grantor hereby collaterally assigns, grants, mortgages and pledges to the Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property (collectively, the "Additional Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of Grantor's Obligations (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

- (i) the trademarks and service mark registrations and applications set forth on Schedule A;
- (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing;
- (iii) all extensions and renewals of the foregoing;
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill; and

(v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto.

provided, however, that the foregoing shall not include (A) any “intent-to-use” Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable federal law or (B) any other Excluded Asset.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Additional Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Recordation. Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law. This agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.

SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or .pdf), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signatures follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

MORAN FOODS, LLC

By: 

Name: Karen Ward Procell

Title: General Counsel, Secretary and Executive Vice
President

[Signature Page to Trademark Security Agreement]

TRADEMARK
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CITIBANK, N.A., as Collateral Agent

By: 

Name:

Title: David L. Smith
Vice President and Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006773 FRAME: 0362

SCHEDULE A
TRADEMARKS

Trademark	Country	Owner	Serial No.	Filing Date	Reg. No.	Reg. Date	Status	Class
CRYSTAL FALLS	United States of America	Moran Foods, LLC	87/935,272	5/24/2018	5835825	8/13/2019	Registered	32 Int.
CRYSTAL FALLS BRISE	United States of America	Moran Foods, LLC	87/935,246	5/24/2018	5835824	8/13/2019	Registered	32 Int.
DISHD	United States of America	Moran Foods, LLC	88/070,768	8/8/2018			Pending	29 Int.
DISHD	United States of America	Moran Foods, LLC	88/070,765	8/8/2018			Pending	30 Int.
NEWBURY MILLS	United States of America	Moran Foods, LLC	88/054,485	7/26/2018			Pending	