

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553065

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
White Toque LLC		12/11/2019	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	BANK HAPOALIM B.M.		
Street Address:	1120 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Bank: ISRAEL		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4374790	ELIXIR FROZEN FRUITS	
Registration Number:	4291200	LA TOCA BLANCA	
Registration Number:	4291179	A NEW WORLD OF FROZEN & SPECIALITY FOOD	
Registration Number:	3820013	FRENCH GARDEN	
Registration Number:	2286977	WHITE TOQUE	
CORRESPONDENCE DATA			
Fax Number:	7324763337		
<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:	7324763336		
Email:	ljensen@greenbaumlaw.com		
Correspondent Name:	Charles Wilkes		
Address Line 1:	99 Wood Avenue South		
Address Line 4:	Woodbridge, NEW JERSEY 07095		
NAME OF SUBMITTER:	Linda Jensen		
SIGNATURE:	/s/		
DATE SIGNED:	12/12/2019		
Total Attachments: 4			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 11, 2019 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by WHITE TOQUE LLC (the "Grantor") in favor of BANK HAPOALIM B.M. (the "Secured Party"). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Collateral Agreement (as defined below).

WHEREAS, the Grantor and the Secured Party are parties to that certain Collateral Agreement dated as of the date hereof, made by the Grantor, Arrieros Quality Foods, LLC, Primizie Foods, LLC, SEC Cold Storage, LLC and SEC, LLC in favor of the Secured Party (the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, as security for the payment and performance of the Obligations, the Grantor granted to the Secured Party, a security interest in all of the right, title and interest of the Grantor in, to and under the Collateral, including, without limitation, certain of its intellectual property; and

WHEREAS, the Grantor has agreed to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and any other applicable governmental authorities in order to perfect the Secured Party's security interest in the intellectual property described herein;

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

Section 1. Grant of Security. The Grantor hereby grants to the Secured Party a security interest in and to all right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(a) all of the Grantor's trademarks of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for trademarks of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country (provided that no security interest shall be granted in 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 validity or enforceability of any registration issuing from such intent-to-use trademark applications under applicable federal law), including those trademarks listed on Schedule I (collectively, the "Trademarks") and all of the goodwill of the business connected with the use of, or symbolized by, each of the Trademarks; and

(b) any and all proceeds of the foregoing.

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

Section 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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.

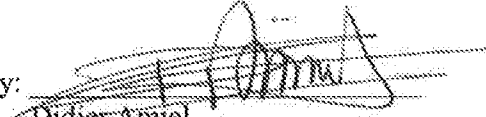
Section 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

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

WHITE TOQUE LLC

By:

A handwritten signature in black ink, appearing to read 'Didier Amiel', is written over a series of horizontal lines. The signature is stylized and somewhat cursive.

Didier Amiel
Manager

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 006814 FRAME: 0945

SCHEDULE I

Intellectual Property Type	Description	USPTO Registration Number	Date of Registration
Trademark	ELIXIR FROZEN FRUITS	4,374,790	7/30/13
Trademark	LA TOCA BLANCA	4,291,200	2/19/13
Trademark	A NEW WORLD OF FROZEN & SPECIALTY FOOD	4,291,179	2/19/13
Trademark	FRENCH GARDEN	3,820,013	7/20/10
Trademark	WHITE TOQUE	2,286,977	10/19/99

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