

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559792

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS - Reel/Frame: 6773/0357		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank N.A., as Existing Administrative Agent and Collateral Agent		01/30/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC as Successor Administrative Agent and Collateral Agent		
Street Address:	225 W. WASHINGTON ST.		
Internal Address:	9TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5835825	CRYSTAL FALLS	
Registration Number:	5835824	CRYSTAL FALLS BRISE	
Registration Number:	5904595	DISH'D	
Registration Number:	5904594	DISH'D	
Registration Number:	5904509	NEWBURY MILLS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	Jennifer Blake		
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:	1181657 TM D		

OP \$140.00 5835825

NAME OF SUBMITTER:	Christian Craft
SIGNATURE:	/Christian Craft/
DATE SIGNED:	01/31/2020
Total Attachments: 8 source=D SAL - Assignment of Security Interest in Trademarks (1L) - 6773_0357 [EXECUTED]#page2.tif source=D SAL - Assignment of Security Interest in Trademarks (1L) - 6773_0357 [EXECUTED]#page3.tif source=D SAL - Assignment of Security Interest in Trademarks (1L) - 6773_0357 [EXECUTED]#page4.tif source=D SAL - Assignment of Security Interest in Trademarks (1L) - 6773_0357 [EXECUTED]#page5.tif source=D SAL - Assignment of Security Interest in Trademarks (1L) - 6773_0357 [EXECUTED]#page6.tif source=D SAL - Assignment of Security Interest in Trademarks (1L) - 6773_0357 [EXECUTED]#page7.tif source=D SAL - Assignment of Security Interest in Trademarks (1L) - 6773_0357 [EXECUTED]#page8.tif source=D SAL - Assignment of Security Interest in Trademarks (1L) - 6773_0357 [EXECUTED]#page9.tif	

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

This Assignment of Security Interest in Trademarks (“Assignment”), effective as of January 30, 2020, is made by Citibank, N.A., as Administrative Agent and Collateral Agent (in such capacities, the “Existing Agent”) under the Credit Agreement, as defined below and Cortland Capital Market Services LLC as successor Administrative Agent and Collateral Agent (in such capacities, the “Successor Agent”) under the Credit Agreement, in connection with:

(i) that certain Credit Agreement dated as of December 5, 2016 (as amended pursuant to the Technical Amendment to Credit Agreement dated as of September 30, 2019, Amendment No. 2 to Credit Agreement dated as of December 31, 2019, the Transfer Agreement (as defined below) and as the same may be amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof prior to the date hereof, the “Credit Agreement”), among Moran Foods, LLC (“Moran”), the lenders from time to time party thereto, the Existing Agent and the other parties party thereto;

(ii) the Term Loan Pledge and Security Agreement, by and among Moran and the other grantors thereto and the Existing Agent, dated as of December 5, 2016 (the “Collateral Agreement”);

(iii) the Trademark Security Agreement, entered into by Moran and the Existing Agent, dated as of December 5, 2016 (the “First Trademark Security Agreement”) and recorded with the United States Patent and Trademark Office (the “USPTO”) on December 5, 2016 at Reel/Frame No. 5934/0836;

(iv) the Trademark Security Agreement, entered into by Moran and the Existing Agent, dated as of September 16, 2019 (the “Second Trademark Security Agreement”) and recorded with the USPTO on September 18, 2019 at Reel/Frame No. 6749/0220;

(v) the Trademark Security Agreement, entered into by Moran and the Existing Agent, dated as of October 16, 2019 (the “Third Trademark Security Agreement”) and, together with the First Trademark Security Agreement and the Second Trademark Security Agreement, the “Trademark Security Agreements”) and recorded with the USPTO on October 17, 2019 at Reel/Frame No. 6773/0357; and

(vi) the Agency Transition Agreement and Amendment No. 3 to Term Loan Credit Agreement, entered into by and among the Existing Agent, Successor Agent, the loan parties party thereto and the lenders under the Credit Agreement party thereto (the “Transfer Agreement”), dated as of January 30, 2020.

Unless expressly provided otherwise herein, terms defined or that have their meaning provided for in the Collateral Agreement, the Trademark Security Agreements or the Transfer Agreement, as applicable, shall have the same meaning when used in this Assignment (including those defined terms incorporated by reference therein).

W I T N E S S E T H

WHEREAS, pursuant to the Collateral Agreement and Trademark Security Agreements, Moran granted to the Existing Agent, for the benefit of the Secured Parties thereto, a security interest

in all of the Collateral, including the Trademark Collateral listed in Schedule A hereto (the “Secured IP”); and

WHEREAS, pursuant to the Transfer Agreement, Moran has agreed to grant to the Successor Agent a security interest in the Secured IP;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Assignment of Security Interest. The Existing Agent hereby assigns to the Successor Agent each of the liens and security interests assigned, pledged, mortgaged or otherwise created in favor of the Existing Agent under the Collateral Agreement and Trademark Security Agreements over the Secured IP, and the Successor Agent hereby assumes all such liens and security interests for the benefit of the Secured Parties.

SECTION 2. Purpose. This Assignment has been executed and delivered by the Existing Agent and Successor Agent for the purpose of recording the assignment of the liens and security interests set forth herein with the USPTO. The liens and security interests referred to herein are expressly subject to the terms and conditions of the Trademark Security Agreements and the Transfer Agreement. The Trademark Security Agreements and the Transfer Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with their terms.

SECTION 3. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAWS PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.**

SECTION 4. Counterparts. This Assignment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Assignment shall become effective when it shall have been executed by the Successor Agent and when the Successor Agent shall have received counterparts hereof which bear the signature of the Existing Agent, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Assignment by telecopy or other electronic imaging means (including in .pdf format) shall be effective as delivery of a manually executed counterpart of this Assignment.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered by their respective officers as of the day and year first above written.

CITIBANK, N.A.,
as Existing Agent

By: David Tudor
Name: David Tudor
Title: Vice President

CORTLAND CAPITAL MARKET SERVICES
LLC,
as Successor Agent

By: 
Name: Matthew Trybula
Title: Associate Counsel

SCHEDULE A

Trademark Collateral

Trademarks found under Reel/Frame 6749-0220

Owner	Trademark	Registration No.	Application No.
Moran Foods, LLC	ALLURE	2,534,459	75/539,052
Moran Foods, LLC	ALLURE	3,893,301	85/027,026
Moran Foods, LLC	ANGEL FRESH	2,776,600	76/386,890
Moran Foods, LLC	APPLE BOBBERS	2,024,495	74/626,659
Moran Foods, LLC	AXIS	2,258,053	75/400,730
Moran Foods, LLC	BAUMANN'S BEST	1,773,785	74/146,635
Moran Foods, LLC	BAY MIST	1,740,451	74/146,633
Moran Foods, LLC	BAYOU HEAT	3,231,671	78/815,440
Moran Foods, LLC	BEING WELL	3,114,739	76/621,853
Moran Foods, LLC	BRAMLEYS	1,878,756	74/475,163
Moran Foods, LLC	BUBBA	1,936,360	74/459,072
Moran Foods, LLC	BUTTERLY FANTASTIC	4,868,215	86/462,881
Moran Foods, LLC	CAPTAIN CHOCO'S	1,818,539	74/295,522
Moran Foods, LLC	CAT CUISINE	3,278,185	78/843,347
Moran Foods, LLC	CHESHIRE	4,803,415	86/508,074
Moran Foods, LLC	CHIPTASTIC!	3,314,520	78/861,118
Moran Foods, LLC	COBURN FARMS	1,441,352	73/622,824
Moran Foods, LLC	COBURN FARMS	2,814,194	78/150,328
Moran Foods, LLC	COCOA DIAMONDS	2,696,431	76/237,886
Moran Foods, LLC	CREAMY WHIP	3,162,725	78/784,655
Moran Foods, LLC	CREME BETWEENES	3,506,255	77/279,657
Moran Foods, LLC	CRISP	1,566,262	73/784,500
Moran Foods, LLC	CROCO CRUNCH	4,419,939	85/830,337
Moran Foods, LLC	CROWN CREAMERY	4,299,105	85/486,396
Moran Foods, LLC	CRYSTAL20 (And Design)	3,880,646	77/674,043
Moran Foods, LLC	DEL PINO'S	1,857,325	74/146,634
Moran Foods, LLC	DELIANO'S	2,958,214	78/272,101
Moran Foods, LLC	DETER'S	3,962,615	77/834,946
Moran Foods, LLC	DIANE'S GARDEN	2,338,647	75/731,971
Moran Foods, LLC	DR. POP	2,148,181	75/075,996
Moran Foods, LLC	EASTON'S	1,508,423	73/703,854
Moran Foods, LLC	EGGZACTLY	3,599,718	77/362,523
Moran Foods, LLC	ENHANCE	1,654,660	74/033,521
Moran Foods, LLC	FAIRGROUNDS	1,903,692	74/479,403
Moran Foods, LLC	FARMINGTON	2,206,023	75/087,862
Moran Foods, LLC	FRISBY'S	2,498,215	76/133,468
Moran Foods, LLC	FRUIT FLIPS	3,095,942	76/232,807
Moran Foods, LLC	FRUIT FLIPS	2,261,645	75/404,096
Moran Foods, LLC	FRUIT GRIPPERS	5,040,604	86/895,672
Moran Foods, LLC	FRUITY DIAMONDS	2,404,776	75/613,347
Moran Foods, LLC	GELACUPS	4,689,797	86/145,635

Owner	Trademark	Registration No.	Application No.
Moran Foods, LLC	GIMME A HOLLER	4,035,394	77/674,875
Moran Foods, LLC	GINGER EVANS	2,872,853	78/247,362
Moran Foods, LLC	GINGER EVANS	1,458,586	73/633,606
Moran Foods, LLC	GINGER EVANS	1,503,179	73/701,216
Moran Foods, LLC	GINGER EVANS	3,755,830	77/616,011
Moran Foods, LLC	GLO	1,493,781	73/514,013
Moran Foods, LLC	GRISSOM'S MILL	4,847,535	86/415,174
Moran Foods, LLC	HARGIS HOUSE	2,063,913	74/698,339
Moran Foods, LLC	HAZELNUTTER	4,373,625	85/694,262
Moran Foods, LLC	HOME CHURNED	3,468,916	77/138,741
Moran Foods, LLC	HOME CHURNED	2,333,847	75/526,258
Moran Foods, LLC	HOOT 'N HONEY	2,402,731	75/613,388
Moran Foods, LLC	J. HIGGS	1,844,575	74/351,749
Moran Foods, LLC	JADE DRAGON	2,290,625	75/507,938
Moran Foods, LLC	JADE DRAGON	3,941,974	77/959,876
Moran Foods, LLC	JUNGLE JAMMERS	1,902,213	74/116,541
Moran Foods, LLC	KASKEY'S	5,094,420	86/949,703
Moran Foods, LLC	KIGGINS	4,156,039	85/486,403
Moran Foods, LLC	KINDLE	1,707,561	74/047,400
Moran Foods, LLC	KINDLE	1,456,041	73/637,289
Moran Foods, LLC	KURTZ	1,785,723	74/283,663
Moran Foods, LLC	KURTZ	4,877,426	86/636,127
Moran Foods, LLC	KURTZ	3,752,338	77/978,082
Moran Foods, LLC	LECOUR'S FINEST	4,417,889	85/854,156
Moran Foods, LLC	LUSTER	3,894,547	77/681,174
Moran Foods, LLC	MANTIA'S	4,231,650	85/475,084
Moran Foods, LLC	MARCUM	2,336,899	75/697,750
Moran Foods, LLC	MARCUM	3,037,912	78/506,713
Moran Foods, LLC	MARVELLA	2,940,912	78/308,439
Moran Foods, LLC	MAXFORCE	3,880,707	77/695,937
Moran Foods, LLC	MCCLARY'S	2,906,611	78/315,913
Moran Foods, LLC	MCDANIEL'S	2,364,587	75/788,080
Moran Foods, LLC	MEDEIROS	3,769,605	77/875,611
Moran Foods, LLC	MOOGURTS	3,706,488	77/529,135
Moran Foods, LLC	MOOSTICKS	3,788,386	77/674,056
Moran Foods, LLC	MORNING DELIGHT	2,014,280	74/594,501
Moran Foods, LLC	MORNING ESSENTIALS	4,590,160	86/033,542
Moran Foods, LLC	MOUNTAIN HOLLER	2,120,436	75/075,983
Moran Foods, LLC	NATURE TRAILS	3,887,069	77/684,596
Moran Foods, LLC	NATURE'S CRUNCH	1,652,776	74/033,579
Moran Foods, LLC	PANNER	1,444,304	73/595,123
Moran Foods, LLC	PORTMANN'S	4,612,735	86/139,314
Moran Foods, LLC	PORTMANN'S	2,597,618	76/246,454
Moran Foods, LLC	PORTMANN'S	2,918,103	78/233,646
Moran Foods, LLC	PORTSIDE	1,969,870	74/668,357

Owner	Trademark	Registration No.	Application No.
Moran Foods, LLC	PORTSIDE	1,836,958	74/422,564
Moran Foods, LLC	POWER CYCLE	2,883,013	78/169,403
Moran Foods, LLC	PRO-BLEND	3,935,603	77/925,817
Moran Foods, LLC	RICE TOWN	2,730,183	76/288,536
Moran Foods, LLC	ROLLIN OATS	1,571,190	73/789,965
Moran Foods, LLC	SAVE A LOT MARKET	4,288,958	85/664,552
Moran Foods, LLC	SAVE TODAY	4,610,623	85/890,661
Moran Foods, LLC	SCENT MELODIES	3,920,373	77/697,485
Moran Foods, LLC	SENORA VERDE	2,598,965	76/091,949
Moran Foods, LLC	SHANER'S	3,162,738	78/790,980
Moran Foods, LLC	SIERRA MIGUEL	2,582,471	75/001,873
Moran Foods, LLC	SKILLET MASTERS	2,701,184	76/255,980
Moran Foods, LLC	SMART SELECTIONS	4,392,450	77/621,230
Moran Foods, LLC	SO-CHEEZY	4,613,829	86/213,342
Moran Foods, LLC	SPECIAL BLEND	2,555,457	76/169,408
Moran Foods, LLC	SPLASH-OUT!	3,880,701	77/694,526
Moran Foods, LLC	STRAWBERRY COOKIE CRUNCH	2,289,560	75/437,209
Moran Foods, LLC	SUMMERSET TEA COMPANY	3,420,684	78/953,435
Moran Foods, LLC	TEXAS BORDER	3,309,514	78/819,070
Moran Foods, LLC	TICKLES	2,952,308	76/401,892
Moran Foods, LLC	TIO SANTI	4,813,167	85/654,426
Moran Foods, LLC	TIPTON GROVE	2,062,146	74/720,036
Moran Foods, LLC	TRIUMPH	2,974,247	78/335,597
Moran Foods, LLC	TROOPER	3,935,587	77/922,117
Moran Foods, LLC	TUBZ	1,447,835	73/633,156
Moran Foods, LLC	VIVID LIGHT	3,658,998	77/437,703
Moran Foods, LLC	WESTCOTT	2,473,445	76/056,505
Moran Foods, LLC	WITTLE WEENIEZ	3,935,240	77/850,184
Moran Foods, LLC	WORLD'S FAIR	2,950,296	78/318,769
Moran Foods, LLC	WRIGHTWARE	3,874,218	77/692,951
Moran Foods, LLC	WYWOOD	1,572,194	73/798,209
Moran Foods, LLC	YO-WHOA!	3,914,767	77/606,272
Moran Foods, LLC	ZAP MAC	2,783,320	78/150,336
Moran Foods, LLC	ALLSOFT	5,734,971	87/786,065
Moran Foods, LLC	HILLTOP MILLS	1,740,640	74/146,630
Moran Foods, LLC	LUNAR MALLOS	2,217,538	75/009,743

Trademarks found under Reel/Frame 5934-0836

Owner	Trademark	Registration No.	Application No.
Moran Foods, LLC	A C AMERICA'S CHOICE RESERVE and DESIGN	4040782	85143032
Moran Foods, LLC	AMERICA'S CHOICE		86905338
Moran Foods, LLC	AMERICA'S CHOICE	1384513	73514986
Moran Foods, LLC	AMERICA'S CHOICE	3007194	78218486
Moran Foods, LLC	AMERICA'S CHOICE	1860494	74801784
Moran Foods, LLC	AMERICA'S CHOICE	1861428	74801783
Moran Foods, LLC	AMERICA'S CHOICE	2425385	74332876
Moran Foods, LLC	AMERICA'S CHOICE	2019444	74234200
Moran Foods, LLC	AMERICA'S CHOICE		87108334
Moran Foods, LLC	BEING WELL BABY	3775924	77646729
Moran Foods, LLC	BEING WELL BABY	3610261	77976602
Moran Foods, LLC	BEING WELL BODY	3877289	77374528
Moran Foods, LLC	BEING WELL WOMAN	4,840,202	86531464
Moran Foods, LLC	GREAT FOOD GREAT PRICES!	2530995	76134533
Moran Foods, LLC	GREAT FOOD GREAT PRICES!	3145442	78740589
Moran Foods, LLC	SAL	2311736	75620441
Moran Foods, LLC	SAL FOOD STORES	1955935	74593861
Moran Foods, LLC	SAVE A LOT	3193809	78830148
Moran Foods, LLC	SAVE A LOT	2522594	76262945
Moran Foods, LLC	SAVE A LOT	2815192	78247361
Moran Foods, LLC	SAVE A LOT	2813215	78247358
Moran Foods, LLC	SAVE-A-LOT	1210074	73166723

Trademarks found under Reel/Frame 6773-0357

Owner	Trademark	Registration No.	Application No.
Moran Foods, LLC	CRYSTAL FALLS	5835825	87935272
Moran Foods, LLC	CRYSTALL FALLS BRISE	5835824	87935246
Moran Foods, LLC	DISH'D	5904595	88070768
Moran Foods, LLC	DISH'D	5904594	88070765
Moran Foods, LLC	NEWBURY MILLS	5904509	88054485