

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583813

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lund Food Holdings, Inc.		06/29/2020	Corporation: MINNESOTA
Byerly's, Inc.		06/29/2020	Corporation: MINNESOTA
Sola Beverages, LLC		06/29/2020	Limited Liability Company: MINNESOTA

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	101 East Fifth Street, EP-MN-S22C
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55101
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	2848270	BYERLY'S
Registration Number:	2813616	B BYERLY'S
Registration Number:	2782614	B
Registration Number:	1175538	BYERLY'S
Registration Number:	1173720	BYERLY'S
Serial Number:	88836188	BONE MARCHE
Serial Number:	88549054	CEDARAGED RESERVE
Serial Number:	88269609	CEDAR AGED RESERVE BEEF
Registration Number:	5895829	CREATIONS · CAFÉ ·
Registration Number:	5812231	RESERVE AGED BEEF
Registration Number:	5504283	FALL IN LOVE WITH FEELING GREAT
Registration Number:	5474495	L&B LUNDS & BYERLYS
Registration Number:	5347497	RED E POPT
Registration Number:	5987062	L&B LUNDS & BYERLYS
Registration Number:	5147556	L&B RESERVE AGED BEEF
Registration Number:	4956305	LUNDS & BYERLYS KITCHEN SHOP EAT DRINK E
Registration Number:	4200191	PROST! CHEERS! SALUD! GAL L'CHAIM! GAN B

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4083832	S RESPONSIBLY SOURCED
Registration Number:	4083831	RESPONSIBLY SOURCED
Registration Number:	4446213	BYERLY'S CREATIONS CAFÉ
Registration Number:	3151972	MINNESOTACREAMERY
Registration Number:	2943116	KENDELSON'S
Registration Number:	3497951	LUNDS & BYERLYS
Registration Number:	2463667	LUNDS TAKK GRACIAS BUIOCAS TAK THANK YOU
Registration Number:	2748364	LUNDS
Registration Number:	2584269	SIMPLE TO GRAND
Registration Number:	1644042	LUNDS
Registration Number:	4238113	BYERLY'S CREATIONS DINE IN TAKE OUT
Registration Number:	3401121	LUNDS B BYERLY'S

CORRESPONDENCE DATA

Fax Number: 6127661600

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: 612-766-6911

Email: susan.carlson@faegredrinker.com

Correspondent Name: Susan Carlson, Faegre Drinker Biddle

Address Line 1: 90 South 7th Street Suite 2200

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Susan Carlson
SIGNATURE:	/e/ Susan Carlson
DATE SIGNED:	06/30/2020

Total Attachments: 8

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement is made as of June 29, 2020 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), by and between Lund Food Holdings, Inc., a Minnesota corporation ("Lund"), Byerly's, Inc., a Minnesota corporation ("Byerly's"), Sola Beverages, LLC, a Minnesota limited liability company ("Sola", together with Lund and Byerly's, collectively, the "Grantors"), and U.S. Bank National Association, a national banking association (the "Lender").

Pursuant to a Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") between Lund, Byerly's and the other Borrower (as defined therein) party thereto, and the Lender, the Lender has agreed to make advances and grant certain other financial accommodations to or for the benefit of the Borrowers.

Pursuant to a Guaranty of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty") by and between Sola and the other Guarantors (as defined therein) party thereto, and the Lender, the Guarantors have guaranteed the payment and performance of the Borrowers' obligations under the Credit Agreement.

To secure the obligations under the Credit Agreement and the Guaranty, the Borrowers and the Guarantors have entered into a Security Agreement of even date herewith in favor of the Lender (as amended, restated, modified or supplemented from time to time, the "Security Agreement"), pursuant to which the Borrowers and the Guarantors have granted the Lender a security interest in all or substantially all of their personal property.

Pursuant to the Security Agreement, the Lender has required the execution and delivery of this Agreement by the Grantors.

ACCORDINGLY, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein shall have the meanings given them in the Credit Agreement or the Security Agreement, as applicable. In addition, the following terms have the meanings set forth below:

"Patent" means (a) any and all patents and patent applications, (b) all inventions and improvements described and claimed therein and (c) all reissues, divisions, continuations, extensions, and continuations-in-part thereof, including without limitation, those listed on Schedule I attached hereto.

"Patent and Trademark Collateral" means all right, title and interest of Grantor in and to the following, in each case whether now existing or hereafter acquired or arising:

- (a) All Patents, including without limitation those listed on Schedule I;
- (b) All Trademarks, including without limitation those listed on Schedule II;
- (c) All income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect arising from or relating to any Patent or Trademark, including, without limitation, damages and payments for past and future infringements thereof;

- (d) All rights to sue for past, present, and future infringements of Patents and Trademarks, including the right to settle suits involving claims and demands for royalties owing thereof;
- (e) All present and future license agreements with respect to the Patents and Trademarks, whether as licensor or licensee, and all renewals thereof; and
- (fii) All proceeds of any and all of the foregoing.

“Trademark” means all trademarks (including service marks but excluding any intent-to-use trademark or service mark application before the filing of a statement of use or amendment to allege use), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including without limitation, those listed on Schedule II attached hereto, and all renewals thereof.

2. Grant of Security Interest. In order to secure the payment and performance of the Obligations, each Grantor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby irrevocably grant and create) a security interest in the Patent and Trademark Collateral to the Lender.

3. Representations and Warranties. Each Grantor represents and warrants it owns each of the Patents and Trademarks indicated with respect to such Grantor on each of Schedule I and II, as applicable, free and clear of any Lien other than Permitted Liens.

4. General Rights and Obligations. Except as expressly set forth herein, the rights and obligations of each Grantor and the Lender with respect to the Patent and Trademark Collateral shall in all respects be governed by the Credit Agreement and the Security Agreement, the terms of which are incorporated as fully as if set forth at length herein.

5. Continuing Effect. This Agreement and the Lender’s security interest in the Patent and Trademark Collateral shall continue in full force and effect until Payment in Full and the Lender has no commitment to make any further advances to or grant any other financial accommodations to or for the benefit of the Loan Parties.

6. Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Lender and the Grantors.

7. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Grantors may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Lender except pursuant to a transaction permitted by the Credit Agreement.

8. Execution in Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

9. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement or any other Loan Document (except, as to any other Loan Document, as expressly set forth therein) and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of Minnesota.

10. Severability. Any provision in this Agreement that is held to be inoperative, unenforceable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end the provisions of this Agreement are declared to be severable.

Signature page follows.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

LUND FOOD HOLDINGS, INC.

By: 

Name: Jeffrey L. Meek

Title: Chief Financial Officer

BYERLY'S, INC.

By: 

Name: Jeffrey L. Meek

Title: Chief Financial Officer

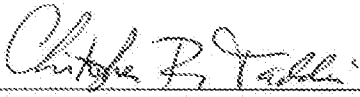
SOLA BEVERAGES, LLC

By: 

Name: Russell T. Lund III

Title: President

U.S. BANK NATIONAL ASSOCIATION,
as Lender

By: 
Name: Christopher R. Taddei
Title: Vice President

Signature Page to Patent and Trademark Security Agreement

TRADEMARK
REEL: 006984 FRAME: 0906

PATENTS AND PATENT APPLICATIONS

U.S. Patents Issued:

Title	Registration / Application No.	Registration /Application Date	Owner
Methods and Packaging for Wet Aging Meat	9924726	3/27/2018	Lund
Methods and Packaging for Wet Aging Meat	10010087	7/3/2018	Lund

Foreign Patents Issued:

None.

Licensed Intellectual Property:

None.

Known Infringements:

None.

TRADEMARKS AND TRADEMARK APPLICATIONSUnited States – Federal

Mark	Application No.	Application Date	Registration No.	Registration Date	Current Owner/Applicant
BYERLY'S	76370728	2/13/2002	2848270	6/1/2004	Lund
B BYERLY'S	76332745	10/31/2001	2813616	2/10/2004	Lund
B	76313368	9/14/2001	2782614	11/11/2003	Lund
BYERLY'S	73249191	2/7/1980	1175538	10/27/1981	Lund
BYERLY'S	73249190	2/7/1980	1173720	10/13/1981	Lund
BONE MARCHE	88836188	3/16/2020	-----	-----	Lund
CEDARAGED RESERVE	88549054	7/30/2019	-----	-----	Lund
CEDAR AGED RESERVE BEEF	88269609	1/21/2019	-----	-----	Lund
CREATIONS – CAFE -	88387289	4/16/2019	5895829	10/29/2019	Lund
RESERVE AGED BEEF	88236390	12/20/2018	5812231	7/23/2019	Lund
FALL IN LOVE WITH FEELING GREAT	87407343	4/11/2017	5504283	6/26/2018	Lund
L&B LUNDS & BYERLYS	87631688	10/3/2017	5474495	5/22/2018	Lund
RED E POPT	87178196	9/21/2016	5347497	11/28/2017	Lund
L&B LUNDS & BYERLYS	86284739	5/19/2014	5987062	2/18/2020	Lund
L&B RESERVE AGED BEEF	86766126	9/23/2015	5147556	2/21/2017	Lund
LUNDS & BYERLYS KITCHEN SHOP EAT DRINK EXPLORE	86135007	12/4/2013	4956305	5/10/2016	Lund
PROST! CHEERS! SALUD! GAL L'CHAIM! GAN BEI! TSJOCH! A VOTRE SANTE! KIPPIS! JAMAS! TSJOCH! A VOTRE SANTE! SKAL! BANZAI! SALUD! JAMAS! ZUM WOHL! CIN CIN! KIPPIS! SKAL! CIN CIN! BANZAI! SKAL! ZUM WOHL! L'CHAIM! KIPPIS! CHEERS! GAN BEI! PROST! TSJOCH! SKAL! JAMAS!	85262318	3/9/2011	4200191	8/28/2012	Lund
S RESPONSIBLY SOURCED	85338788	6/6/2011	4083832	1/10/2012	Lund
RESPONSIBLY SOURCED	85338775	6/6/2011	4083831	1/10/2012	Lund
BYERLY'S CREATION CAFÉ	85740247	9/27/2012	4446213	12/10/2013	Lund
MINNESOTACREAMERY	78519265	11/18/2004	3151972	10/3/2006	Lund

Mark	Application No.	Application Date	Registration No.	Registration Date	Current Owner/Applicant
KENDELSON'S	78975823	7/3/2002	2943116	4/19/2005	Lund
LUNDS & BYERLYS	77238695	7/25/2007	3497951	9/9/2008	Lund
LUNDS TAKK GRACIAS BUIOCAS TAK THANK YOU TACK GRAZIE DZIEKUJE DANKE MERCI BEAUCOUP	76006666	3/22/2000	2463667	6/26/2001	Lund
LUNDS	76339587	11/19/2001	2748364	8/5/2003	Lund
SIMPLE TO GRAND	75769223	8/6/1999	2584269	6/25/2002	Lund
LUNDS	74067472	6/11/1990	1644042	5/7/1991	Lund
BYERLY'S CREATIONS DINE IN TAKE OUT	85014860	1/25/2011	4238113	11/6/2012	Lund
LUNDS & BYERLY'S (2014 UPDATED: SIDE-BY-SIDE)	77216149	6/27/2007	3401121	3/25/2008	Lund

United States – State

Trademark	File No.	Filing Date	Description	Owner
Byerly's	7359	8/12/1981	Trademark renewal with State of Minnesota (Class 42, 29, 30, 31, 32)	Byerly's

Foreign

None.