

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM588853

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mrs. Gerry's Kitchen, LLC		07/27/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Capital One, National Association, as Agent		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Ste, 1000		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	US National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5942657	MRS. GERRY'S	
Registration Number:	3633563	MRS. GERRY'S	
Registration Number:	3633562	MRS. GERRY'S	
Registration Number:	5887437	THE BEST IN SALADS & SIDES	
Registration Number:	2782252	MEAL MATES	
CORRESPONDENCE DATA			
Fax Number:	8888295819		
<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:	(312) 288-3586		
Email:	john.cunningham@wolterskluwer.com		
Correspondent Name:	Nancy Helm Brown		
Address Line 1:	2929 Allen Pkwy		
Address Line 2:	Suite 3300		
Address Line 4:	Houston, TEXAS 77019		
NAME OF SUBMITTER:	Nancy A. Zarazua		
SIGNATURE:	/Nancy A. Zarazua/		
DATE SIGNED:	07/28/2020		

OP \$140.00 5942657

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 27, 2020, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Capital One, National Association (“Capital One”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 27, 2020 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among MGK ACQUISITION, INC., a Delaware corporation (“Holdings”), as Holdings and as the initial Borrower prior to the consummation of the Closing Date Acquisition, MRS. GERRY’S KITCHEN, LLC, a Delaware limited liability company (“Mrs. Gerry’s Kitchen”), as the Borrower effective immediately upon the consummation of the Closing Date Acquisition, MGK HOLDINGS, INC., a Delaware corporation, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Capital One, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement 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 Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(a) all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary, the Trademark Collateral excludes the Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MRS. GERRY'S KITCHEN, LLC

as Grantor
DocuSigned by:
By: Michael L. Crow
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Name: Michael L. Crow
Title: Secretary

ACCEPTED AND AGREED
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION
as Agent

By: _____
Name:
Title:

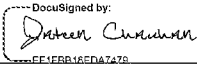
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MRS. GERRY'S KITCHEN, LLC
as Grantor

By: _____
Name: Michael L. Crow
Title: Secretary

ACCEPTED AND AGREED
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION
as Agent

By:  _____
Name: Jateen Chauhan
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

See Attached.

Federal Trademark Registrations and Applications					
Reg. Number	Serial Number	Word or Design Mark	Owner Name	Live/Dead	Status
5942657	88440249	<i>Mrs. Gerry's</i>	Mrs. Gerry's Kitchen, Inc.	LIVE	Application has been published for opposition.
3633563	76694054	MRS. GERRY'S	Mrs. Gerry's Kitchen, Inc.	LIVE	No TTAB proceedings. Maintenance filings up to date.
3633562	76694053	<i>Mrs. Gerry's</i>	Mrs. Gerry's Kitchen, Inc.	DEAD	No TTAB proceedings. Maintenance filings up to date.
5887437	88457412	THE BEST IN SALADS & SIDES	Mrs. Gerry's Kitchen, Inc.	LIVE	No TTAB proceedings. Maintenance filings up to date.
2782252	76003997	MEAL MATES	Mrs. Gerry's Kitchen Inc.	LIVE	Per the Settlement Agreement, dated February 24, 2020, by and between the Company and Sigma, the Company has withdrawn its Cancellation and has agreed to let Sigma use and register Meal Mates. Sigma has agreed to allow the Company to continue to use the Meal Mates trademark for certain of its products.

Licenses to use trademarks, patents and copyrights of others

Master Supply Agreement, dated June 24, 2019, by and between Bob Evans Farms, LLC and Mrs. Gerry's Kitchen, Inc.

Supplier Agreement, dated June 24, 2019, by and between McLane Foodservice, Inc. and Mrs. Gerry's Kitchen, Inc.

Mutual Confidentiality and Non-Disclosure Agreement, dated August 6, 2018, by and between Fareway Stores, Inc. and Mrs. Gerry's Kitchen, Inc.

Confidential Disclosure Agreement, dated June 9, 1998, by and between Skogens Potato Salad and Mrs. Gerry's Kitchen, Inc.

Verbal agreement with Old Home Foods