

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM595054

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
K2D, INC.		08/28/2020	Corporation: COLORADO
COLORADO PREMIUM LLC		08/28/2020	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5290324	O'DONNELL'S	
Registration Number:	5266034	O'DONNELL'S	
Registration Number:	5294737	COLORADO PREMIUM	
Registration Number:	5284910	COLORADO PREMIUM	
Registration Number:	4738329	BUEDEL FINE MEATS	
Registration Number:	4723305	BUEDEL FINE MEATS AND PROVISIONS	
Registration Number:	4066630	NATIONAL DELI	
Registration Number:	2763861	NATIONAL DELI	
Registration Number:	2588219	DELI KING	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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:	202-887-4000		
Email:	dlee@akingump.com		
Correspondent Name:	David C. Lee		
Address Line 1:	2001 K Street, NW		
Address Line 2:	AKIN GUMP STRAUSS HAUER & FELD LLP		

OP \$240.00 5290324

Address Line 4:	Washington, D.C. 20006
NAME OF SUBMITTER:	David C. Lee
SIGNATURE:	/David C. Lee/
DATE SIGNED:	08/31/2020
Total Attachments: 6 source=5. IP Security Agreement (Colorado Premium - Term Loan) (Executed Version)#page1.tif source=5. IP Security Agreement (Colorado Premium - Term Loan) (Executed Version)#page2.tif source=5. IP Security Agreement (Colorado Premium - Term Loan) (Executed Version)#page3.tif source=5. IP Security Agreement (Colorado Premium - Term Loan) (Executed Version)#page4.tif source=5. IP Security Agreement (Colorado Premium - Term Loan) (Executed Version)#page5.tif source=5. IP Security Agreement (Colorado Premium - Term Loan) (Executed Version)#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is made as of this 28 day of August, 2020, by K2D, INC., a Colorado corporation (“K2D”), and COLORADO PREMIUM LLC, a Colorado limited liability company (“Colorado Premium” together with K2D, collectively the “Grantors” and each a “Grantor”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as administrative agent (in such capacity, the “Agent”) for the Lenders defined below.

WHEREAS, pursuant to that certain Term Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”) among Grantors, COLORADO PREMIUM PROPERTIES, LLC, a Colorado limited liability company (“Colorado Properties” together with the Grantors and each Person joined thereto from time to time as a borrower, collectively the “Borrowers”), the guarantors from time to time party thereto, the lenders from time to time party thereto (the “Lenders”), and the Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Credit Agreement, each Grantor hereby grants to Agent for its own benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “IP Collateral”), with power of sale to the extent permitted by law:

(a) all of such Grantor’s copyrights and copyright applications (collectively, “Copyrights”) and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including, without limitation, those referred to on Schedule 1 hereto;

(b) all of such Grantor’s patents and patent applications (collectively, “Patents”), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including, without limitation, those referred to on Schedule 1 hereto;

(c) all of such Grantor’s trademarks, trademark applications, service marks, trade names, mask works (collectively, “Trademarks”), and all of the goodwill of the

business connected with the use of, and symbolized by, each Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including without limitation any claim by such Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.

3. **SECURITY FOR OBLIGATIONS.** This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by any Grantor to Agent or the Lenders pursuant to the Credit Agreement.

4. **CREDIT AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for its own benefit and the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. **REPRESENTATIONS AND WARRANTIES.** Each Grantor hereby represents and warrants to Agent and Lenders Schedule 1 hereto accurately lists all registered IP Collateral as of the date hereof.

6. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Agent with respect to any such new IP Collateral. Without limiting any Grantor's obligations under this Section 6, each Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral of such Grantor identified in such written notice provided by such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

7. **GOVERNING LAW.** This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.


8. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

[signature page follows]


Each of the parties has signed this Agreement as of the day and year first above written.

K2D, INC.

By: 
Name: Kevin D. LaFleur
Title: President

COLORADO PREMIUM LLC

By: K2D, Inc., its Manager

By: 
Name: Kevin D. LaFleur
Title: President

[Signature Page to Intellectual Property Security Agreement (Colorado Premium)]

TRADEMARK
REEL: 007038 FRAME: 0567

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT



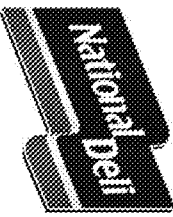
I. Copyrights and Copyright Applications


None.

II. Patents and Patent Applications

None

III. Trademarks and Trademark Applications

#	Mark	Grantor	Registration Date	Registration Number
1.	O'DONNELL'S	Colorado Premium LLC	9/19/2017	5290324
2.		Colorado Premium LLC	8/15/2017	5266034
3.		Colorado Premium LLC	9/26/2017	5294737
4.	COLORADO PREMIUM	Colorado Premium LLC	9/12/2017	5284910
5.	BUEDEL FINE MEATS	Colorado Premium LLC	5/19/2015	4738329
6.	BUEDEL FINE MEATS AND PROVISIONS	Colorado Premium LLC	4/21/2015	4723305
7.		Colorado Premium LLC	12/6/2011	4066630

#	Mark	Grantor	Registration Date	Registration Number
8.		Colorado Premium LLC	9/16/2003	2763861
9.	DELIKING	Colorado Premium LLC	7/2/2002	2588219

TRADEMARK

REEL: 007038 FRAME: 0569