

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM598138

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ALBERT USTER IMPORTS, INC.		09/17/2020	Corporation: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF MONTREAL, AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	111 WEST MONROE		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: CANADA		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5945792	REGAL SHELLS	
<b>Registration Number:</b>	5858862	REGAL SHELLS	
<b>Registration Number:</b>	6011531	PASTRY IDEALE	
<b>Registration Number:</b>	5883752	SAVOIR FARE	
<b>Serial Number:</b>	88828983	FRUTTA PRIMA	
<b>Serial Number:</b>	88829019	ICESCAPE FROM FROZEN TO FABULOUS	
<b>Serial Number:</b>	88829059	ZURIMIX	
<b>Serial Number:</b>	88733919	ARTE PIATTO	
<b>Serial Number:</b>	88733969	C CONFISEUR	
<b>Serial Number:</b>	88734057	REGAL SHELLS	
<b>Serial Number:</b>	88734075	REGAL SHELLS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125774565		
<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>			
<b>Phone:</b>	312-577-8265		
<b>Email:</b>	kristin.brozovic@katten.com		
<b>Correspondent Name:</b>	Kristin Brozovic c/o Katten		
<b>Address Line 1:</b>	525 W Monroe St		

CH \$290.00 5945792

<b>Address Line 4:</b>	Chicago, ILLINOIS 60661
<b>ATTORNEY DOCKET NUMBER:</b>	207545-45
<b>NAME OF SUBMITTER:</b>	Kristin Brozovic
<b>SIGNATURE:</b>	/Kristin Brozovic/
<b>DATE SIGNED:</b>	09/17/2020
<b>Total Attachments: 4</b> source=Trademark Security Agreement - AU#page1.tif source=Trademark Security Agreement - AU#page2.tif source=Trademark Security Agreement - AU#page3.tif source=Trademark Security Agreement - AU#page4.tif	

## **TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of September 17, 2020, by ALBERT USTER IMPORTS, INC. ("Grantor"), in favor of BANK OF MONTREAL, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and permitted assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated September 30, 2013 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the U.S. Patent and Trademark Office.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that of any conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

**[Remainder of page intentionally left blank]**

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

**ALBERT USTER IMPORTS, INC.**

By:   
Name: Keith Dougherty  
Title: Chief Executive Officer

**SCHEDULE A TO TRADEMARK SECURITY AGREEMENT**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
REGAL SHELLS	88202384	11/21/18	5945792	12/24/19
REGAL SHELLS	88202389	11/21/18	5858862	9/10/19
FRUTTA PRIMA	88828983	3/10/20	N/A	N/A
ICESCAPE FROM FROZEN TO FABULOUS	88829019	3/10/20	N/A	N/A
ZÜRIMIX	88829059	3/10/20	N/A	N/A
ARTE PIATTO	88733919	12/19/19	N/A	N/A
C CONFISEUR	88733969	12/19/19	N/A	N/A
REGAL SHELLS	88734057	12/19/19	N/A	N/A
REGAL SHELLS	88734075	12/19/19	N/A	N/A
PASTRY IDEALE	88366138	4/1/19	6011531	3/17/20
SAVOIR FARE	88357638	3/26/19	5883752	10/15/19