

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM599959

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WM. H LEAHY ASSOCIATES, INC.		09/23/2020	Corporation:
TJL FOODSERVICE HOLDINGS, INC.		09/23/2020	Corporation:
CONTINUUM PACKING SOLUTIONS, LLC		09/23/2020	Limited Liability Company:
INSTITUTIONAL FOODS PACKING CO.		09/23/2020	Corporation:
FOOD COURIER, INC.		09/23/2020	Corporation:

RECEIVING PARTY DATA

Name:	THE HUNTINGTON NATIONAL BANK
Street Address:	200 Public Square, CM64
City:	CLEVELAND
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2717776	P PASTEURIZED
Registration Number:	1157489	CARBOTROL
Registration Number:	1885126	DENSITY PACK
Registration Number:	2464396	SCHOLAR DOLLARS HONORS PROGRAM
Registration Number:	2788149	CARBOTROL
Registration Number:	2695632	LOVIN' SPOONFULS
Registration Number:	2988466	SCHOLAR DOLLARS
Registration Number:	2820876	DUNN'S FARM
Registration Number:	2764063	ORCHARD SPLASH
Registration Number:	3077228	NUTRASSIST
Registration Number:	3827160	FRUITBLENDZ
Registration Number:	4050763	C CONTINUUM PACKING SOLUTIONS LLC
Registration Number:	4269419	SPACE SAVER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4565151	FOOD COURIER
Registration Number:	5324418	WILLIAM'S SELECT
Registration Number:	5042972	BEVOLVE
Registration Number:	5535710	WICKED BLOODY MARY MIX
Serial Number:	88905326	HAND HERO
Serial Number:	88905331	HAND HERO

CORRESPONDENCE DATA

Fax Number: 2163485474
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: 2163485400
Email: ipmailbox@mcdonaldhopkins.com
Correspondent Name: McDonald Hopkins LLC
Address Line 1: 600 Superior Avenue, East, Suite 2100
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	34659-00087
NAME OF SUBMITTER:	Kimberly Hefner
SIGNATURE:	/Kimberly Hefner/
DATE SIGNED:	09/28/2020

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of September 23, 2020, is made by and between **WM. H LEAHY ASSOCIATES, INC.**, an Illinois corporation, **TJL FOODSERVICE HOLDINGS, INC.**, an Illinois corporation, **CONTINUUM PACKING SOLUTIONS, LLC**, a Nevada limited liability company, **INSTITUTIONAL FOODS PACKING CO.**, an Illinois corporation, **FOOD COURIER, INC.**, an Illinois corporation (collectively, the "**Grantor**") in favor of THE HUNTINGTON NATIONAL BANK, a national banking association (the "**Lender**").

WHEREAS, the Grantor has entered into a Credit and Security Agreement dated as of the date hereof (as amended, restated supplemented or modified from time to time, the "**Credit Agreement**"), with the Lender.

WHEREAS, under the terms of the Credit Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

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

1. **Definitions.** Capitalized terms used herein but not defined herein shall have the meaning set forth in the Credit Agreement.

2. **Grant of Security.** The Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest to, and under the following (the "**IP Collateral**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "**Patents**");

(b) the trademark registrations and applications set forth in Schedule 1 hereto, and the unregistered trademarks used by the Grantor, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**");

(c) the copyright registrations and applications exclusively licensed to the Grantor set forth in Schedule 1 hereto, and all extensions and renewals thereof (the "**Copyrights**");

(d) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights, and any other government officials to record and register this IP Security Agreement upon request by the Lender.

4. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Credit Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

6. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

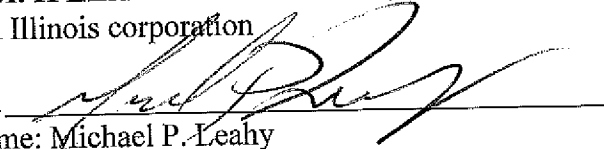
7. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

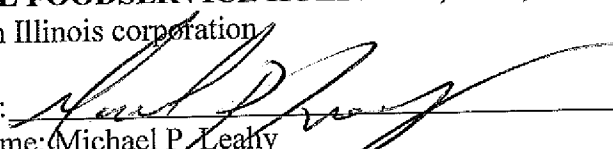
IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

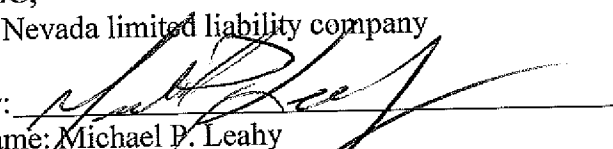
WM. H LEAHY ASSOCIATES, INC.,
an Illinois corporation

By: 
Name: Michael P. Leahy
Title: Chief Executive Officer

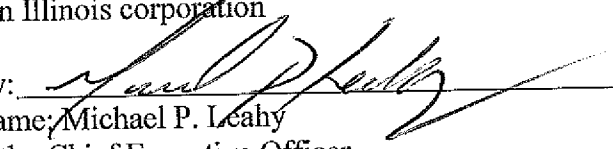
TJL FOODSERVICE HOLDINGS, INC.,
an Illinois corporation

By: 
Name: Michael P. Leahy
Title: Chief Executive Officer

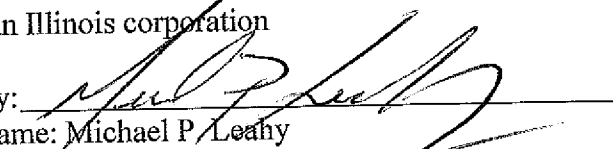
**CONTINUUM PACKING SOLUTIONS,
LLC,**
a Nevada limited liability company

By: 
Name: Michael P. Leahy
Title: Manager

INSTITUTIONAL FOODS PACKING CO.,
an Illinois corporation

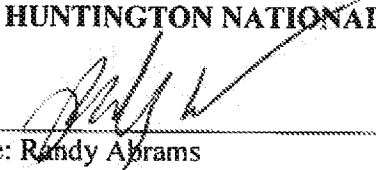
By: 
Name: Michael P. Leahy
Title: Chief Executive Officer

FOOD COURIER, INC.,
an Illinois corporation




By: 
Name: Michael P. Leahy
Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

THE HUNTINGTON NATIONAL BANK



By: 
Name: Randy Abrams
Title: Vice President


SCHEDULE 1

							
<p>P PASTEURIZED & DESIGN</p> 	US	Registered	76/067,942	6/12/2000	2,717,776	5/20/2003	29: Canned fruit and fruit packaged in plastic containers, 32: preparations and concentrates for making fruit juices; non-alcoholic cocktail mixers
<p>CARBOTROL & DESIGN</p> 	US	Registered	73/239,296	11/16/1979	1,157,489	6/9/1981	29: unsweetened canned fruit
<p>DENSITY PACK</p>	US	Registered	74/520,563	5/6/1994	1,885,126	3/21/1995	29: unsweetened canned fruit

SCHOLAR DOLLARS HONORS PROGRAM	US	Registered	75/698,481	5/5/1999	2,464,396	6/26/2001	35: promoting the purchase of fruits, juices, deserts and vegetables through the administration of incentive award programs for commercial and non commercial foodservice operations and facilities
CARBOTROL	US	Registered	76/398,525	4/22/2002	2,788,149	12/2/2003	29: Canned fruit, whipped topping, and fruit sauce, 30: Flavored gelatins, instant pudding 32: fruit juice and fruit juices concentrates; aseptic pack fruit juices and aseptic pack fruit juice concentrates
LOVIN' SPOONFULS	US	Registered	76/423,082	6/13/2002	2,695,632	3/11/2003	29: Canned fruit and fruit in plastic cups
SCHOLAR DOLLARS	US	Registered	76/431,944	7/18/2002	2,988,466	8/30/2005	35: Promoting the sale of fruits, juices, desserts and vegetables through the administration of incentive reward programs for commercial and non-commercial food service operations and facilities

CARBOTROL	Canada	Registered	1147232	7/18/2002	TMA615494	7/22/2004	N/A: Canned fruits, fruit cups. Canned fruit; whipped topping., N/A: Fruit sauces. Flavored gelatins, instant pudding, fruit sauces, food thickener., N/A: Fruit juices and juice concentrates, aseptic pack juices and juice concentrates.
DUNN'S FARM	US	Registered	76/473,779	12/5/2002	2,820,876	3/9/2004	30: Syrups, namely, maple flavored syrup and mixed berry flavored syrup, pancake syrup, waffle syrup, and table syrup
ORCHARD SPLASH	US	Registered	76/473,775	12/5/2002	2,764,063	9/16/2003	32: Fruit juices and fruit juice concentrates
NUTRASSIST	US	Registered	76/602,691	7/19/2004	3,077,228	4/4/2006	5: Nutritional supplements, namely, fortified beverages
ORCHARD'S CHOICE	Canada	Registered	1254299	4/15/2005	TMA663120	4/21/2006	32: Canned fruit in syrup.
ORCHARD SPLASH	Canada	Registered	1254305	4/15/2005	TMA671683	8/30/2006	32: Fruit juices and fruit juice concentrates.
LOVIN' SPOONFUL	Canada	Registered	1283196	12/15/2005	TMA700722	11/13/2007	N/A: canned fruit and fruit in plastic cups
FRUITBLENDZ	US	Registered	77/787,853	7/23/2009	3,827,160	8/3/2010	29: Fruit sauces
FRUITBLENDZ	Canada	Registered	1466265	1/19/2010	TMA870881	2/7/2014	29: fruit sauces

C CONTINUUM PACKING SOLUTIONS LLC & DESIGN	US	Registered	85/203,360	12/21/2010	4,050,763	11/1/2011	39: Bottling and packaging services; food and beverage packaging and bottling services; bottling and packaging food products, juices, prepared fruit products, dairy products, broths, non-alcoholic beverage products, alcohol spirit beverages, high and low acid foods, and sauces to the order and specification of others
							
SPACE SAVER AND DESIGN	US	Registered	85/453,569	10/21/2011	4,269,419	1/1/2013	32: Fruit juices
							
FOOD COURIER	US	Registered	85/877,127	3/15/2013	4,565,151	7/8/2014	35: Providing a website featuring online prepared food ordering services
FOOD COURIER	Canada	Registered	1643683	9/16/2013	TMA904735	5/28/2015	35: Providing a website featuring online prepared food ordering services
WILLIAM'S SELECT	US	Registered	86/799,637	10/26/2015	5,324,418	10/31/2017	33: Alcoholic beverages except beers; Wine
BEVOLVE	US	Registered	86/979,666	5/21/2015	5,042,972	9/13/2016	30: tea
WICKED BLOODY MARY MIX	US	Registered	87/748,821	1/9/2018	5,535,710	8/7/2018	32: Non-alcoholic cocktail mixes

HAND HERO & DESIGN	US	Pending	88/905,326	5/7/2020	--	--	5: Hand-sanitizing preparations
							
HAND HERO	US	Pending	88/905,331	5/7/2020	--	--	5: Hand-sanitizing preparations