

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM612036

<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>
CHEF'S TOYS, LLC		04/27/2018	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Collateral Agent		
<b>Street Address:</b>	301 S. College Street		
<b>Internal Address:</b>	One Wells Fargo Center		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28288		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5188490	VALORA	
<b>Registration Number:</b>	5073365	CHEFS' TOYS	
<b>Registration Number:</b>	5077123	CHEFS' TOYS	
<b>Registration Number:</b>	3511960	CHEFS' TOYS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028357586		
<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>	202-835-7500		
<b>Email:</b>	dcip@milbank.com		
<b>Correspondent Name:</b>	Javier J. Ramos		
<b>Address Line 1:</b>	1850 K Street, NW, Suite 1100		
<b>Address Line 2:</b>	Milbank, LLP		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	28804.15600		
<b>NAME OF SUBMITTER:</b>	Javier J. Ramos		
<b>SIGNATURE:</b>	/Javier J. Ramos/		
<b>DATE SIGNED:</b>	12/02/2020		

CH \$115.00 5188490

**Total Attachments: 5**

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**SUPPLEMENT TO ABL TRADEMARK SECURITY AGREEMENT**

ABL TRADEMARK SECURITY AGREEMENT SUPPLEMENT dated as of April 27, 2018 (this "Agreement"), among CHEF'S TOYS, LLC, a California limited liability company (the "Grantor") and Wells Fargo Bank, National Association, as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the ABL Credit Agreement dated as of August 28, 2017 (the "Credit Agreement"), among AMBROSIA INTERMEDIATE HOLDCO CORP., a Delaware corporation ("Initial Holdings"), AMBROSIA BUYER CORP., a Delaware corporation (the "Buyer"), and, after giving effect to the Mergers, TMK HAWK PARENT, CORP., a Delaware corporation ("TMK Hawk"), the other Co-Borrowers party thereto, each Lender party thereto and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent and as Collateral Agent and (b) the ABL Collateral Agreement dated as of August 28, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Initial Holdings, the Buyer, TMK Hawk, the other Grantors from time to time party thereto and the Collateral Agent; and (c) the ABL Trademark Security Agreement dated as of August 28, 2017, among R. W. Smith & Co., a California corporation, Trimark ERF, Inc., a Delaware corporation, Hockenbergs Equipment And Supply Co., Inc., a Nebraska corporation, Trimark USA, LLC, a Delaware limited liability company and the Collateral Agent. Grantor is an Affiliate of the Parent Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued and to secure the Secured Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of Grantor's right, title and interest in, to and under the United States Trademarks on Schedule I attached hereto (the "Trademark Collateral").

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between

the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

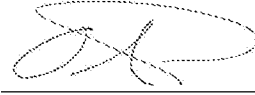
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**CHEFS' TOYS, LLC**, as a Grantor

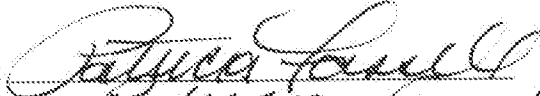
By:



\_\_\_\_\_  
Name: Otis Carter

Title: Secretary

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Collateral Agent,

By:   
Name: Patricia Lane  
Title: V.P.

Schedule I

**TRADEMARKS**

Trademark	Owner	Reg. Date	Status	Reg. Number	Owned/Licensed
VALORA	Chef's Toys LLC	Apr. 18, 2017	Registered	5,188,490	Owned
CHEF'S TOYS	Chef's Toys LLC	Nov. 01, 2016	Registered	5,073,365	Owned
CHEF'S TOYS	Chef's Toys LLC	Nov. 08, 2016	Registered	5,077,123	Owned
CHEF'S TOYS	Chef's Toys LLC	Oct. 07, 2008	Registered	3,511,960	Owned