

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618553

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Richmond Wholesale meat LLC	FORMERLY Richmond Wholesale Meat Co.	12/31/2020	Limited Liability Company: CALIFORNIA
Ocean Direct, LLC		12/31/2020	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	5653453	LIBERTY BAKERY
Registration Number:	3963723	WILDWOOD FARMS
Registration Number:	3888895	WILSHIRE & YORK GRAVY AND SOUP BASE
Registration Number:	3868403	BELLA TORINO DELIZIOSO!
Registration Number:	3780989	OCEAN DIRECT
Registration Number:	3780981	OCEAN DIRECT
Registration Number:	3781039	AMERICAN BOUNTY
Registration Number:	3802157	TAHOE TRAIL SNACKS
Registration Number:	3967244	HARVEST DELIGHT
Registration Number:	4230345	EAGLE ROCK BAKERY
Registration Number:	3912204	SUNRISE ORCHARDS
Registration Number:	5492082	ORIGINAL SHOWBOAT BRAND
Registration Number:	3628655	SUNDAE'S CHOICE
Registration Number:	2712836	RICHMOND PEAK QUALITY

CORRESPONDENCE DATA

TRADEMARK

Fax Number: 2158325619

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: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye (074658-20141 ND)

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-20141
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NAME OF SUBMITTER:	Timothy D. Pecsénye
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SIGNATURE:	/Timothy D. Pecsénye/
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DATE SIGNED:	01/05/2021
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Trademark Security Agreement”) is made as of this 31 day of December, 2020 among RICHMOND WHOLESALE MEAT LLC (formerly known as Richmond Wholesale Meat Co.), a California limited liability company (“Richmond Wholesale”), OCEANDIRECT, LLC, a California limited liability company (“Ocean Direct” and, together with Richmond Wholesale, each a “Grantor” and collectively, “Grantors”), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”) among RICHMOND PURCHASER LLC, a Delaware limited liability company (together with its permitted successors and assigns, “Richmond Purchaser”), NEW RICHMOND WHOLESALE MEAT, LLC, a Delaware limited liability company (together with its permitted successors and assigns, “New Richmond Purchaser”), 281 INTERNATIONAL, INC., a California corporation (together with its permitted successors and assigns, “281 International”), BW EXPORTERS, INC., a California corporation (together with its permitted successors and assigns, “BW Exporters”) Richmond Wholesale, Ocean Direct, and such other Persons as may hereafter become Borrowers thereunder (together with their permitted successors and assigns, collectively, the “Borrowers” and each individually, a “Borrower”), the other Loan Parties thereto, the Persons which are now or which hereafter become lenders thereunder (the “Lenders”), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security 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 OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in 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 “Trademark Collateral”):

(a) all of such Grantor’s U.S. registered trademarks, U.S. trademark applications, U.S. registered service marks and associated goodwill (collectively, “Trademarks”) as scheduled on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by any Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by any Grantor, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for 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 Trademark 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. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks.

6. COUNTERPARTS. This Trademark Security 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. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or

in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.


8. **GOVERNING LAW.** This Trademark Security Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of laws principles which would have the effect of applying the laws of any other jurisdiction.

[Remainder of page intentionally left blank; signature page follows.]

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.

GRANTORS:

RICHMOND WHOLESALE MEAT LLC (formerly known as Richmond Wholesale Meat Co.), a California limited liability company

By: 
Name: Richard Doellstedt
Title: President

OCEAN DIRECT, LLC, a California limited liability company

By: _____
Name: Neil Kinney
Title: President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007155 FRAME: 0834

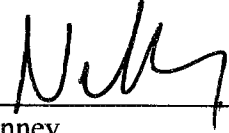
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

RICHMOND WHOLESALE MEAT LLC (formerly
known as ~~Richmond Wholesale Meat Co.~~),
a California limited liability company

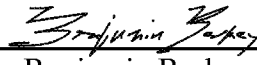
By: _____
Name: Richard Doellstedt
Title: President

OCEAN DIRECT, LLC,
a California limited liability company

By:  _____
Name: Neil Kinney
Title: President


ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Benjamin Berkey
Title: Vice President


SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Registrant	Trademark	Country	Appl. Number	Appl. Date	Reg. Number	Reg. Date
Ocean Direct, LLC		USA	N/A	N/A	5653453	1/15/2019
Ocean Direct, LLC	WILDWOOD FARMS	USA	N/A	N/A	3963723	5/17/2011
Ocean Direct, LLC	WILTSHIRE & YORK GRAVY AND SOUP BASE	USA	N/A	N/A	3888895	12/14/2010
Ocean Direct, LLC		USA	N/A	N/A	3868403	10/26/2010
Ocean Direct, LLC		USA	N/A	N/A	3780989	4/27/2010
Ocean Direct, LLC	OCEAN DIRECT	USA	N/A	N/A	3780981	4/27/2010
Ocean Direct, LLC	AMERICAN BOUNTY	USA	N/A	N/A	3781039	4/27/2010
Ocean Direct, LLC		USA	N/A	N/A	3802157	6/15/2010
Ocean Direct, LLC	HARVEST DELIGHT	USA	N/A	N/A	3967244	5/24/2011
Ocean Direct, LLC		USA	N/A	N/A	4230345	10/23/2012
Ocean Direct, LLC	SUNRISE ORCHARDS	USA	N/A	N/A	3912204	1/25/2011
Richmond Wholesale Meat LLC		USA	N/A	N/A	5492082 ¹	6/12/2018
Richmond Wholesale Meat LLC	SUNDAE'S CHOICE	USA	N/A	N/A	3628655 ²	5/26/2009

¹ The current owner of record with the USPTO for this trademark is Richmond Wholesale Meat Co. Grantor will file the name change documentation with the USPTO to update the owner of record to Richmond Wholesale Meat LLC.

² The current owner of record with the USPTO for this trademark is Richmond Wholesale Meat Co. Grantor will file the name change documentation with the USPTO to update the owner of record to Richmond Wholesale Meat LLC.

Registrant	Trademark	Country	Appl. Number	Appl. Date	Reg. Number	Reg. Date
Richmond Wholesale Meat LLC		USA	N/A	N/A	2712836 ³	5/6/2003

³ The current owner of record with the USPTO for this trademark is Richmond Wholesale Meat Co. Grantor will file the name change documentation with the USPTO to update the owner of record to Richmond Wholesale Meat LLC.