

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM624549

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Empire Kosher Poultry, Inc.		02/01/2021	Corporation: DELAWARE
TableTrust Brands LLC (f/k/a Poultry Holdings LLC)		02/01/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Wells Fargo Bank, National Association, as Collateral Agent
<b>Street Address:</b>	100 Park Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2770806	GALIL
Registration Number:	2513122	EMPIRE KOSHER
Registration Number:	1265164	EMPIRE
Registration Number:	3487196	EMPIRE
Registration Number:	6106004	EMPIRE KOSHER
Registration Number:	6106005	EMPIRE KOSHER
Registration Number:	4439604	FREEBIRD
Registration Number:	4439605	FREEBIRD
Registration Number:	4214964	KOSHER VALLEY
Registration Number:	3827876	KOSHER VALLEY ALL NATURAL
Registration Number:	3703425	KOSHER VALLEY
Serial Number:	90062437	TABLETRUST
Serial Number:	90062423	TABLE TRUST

## CORRESPONDENCE DATA

Fax Number:

*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.*

TRADEMARK

**Phone:** 2123186532  
**Email:** alanagramer@paulhastings.com  
**Correspondent Name:** Alana Gramer  
**Address Line 1:** 200 Park Avenue  
**Address Line 2:** c/o Paul Hastings LLP  
**Address Line 4:** New York, NEW YORK 10166

<b>NAME OF SUBMITTER:</b>	Alana Gramer
<b>SIGNATURE:</b>	/s/ Alana Gramer
<b>DATE SIGNED:</b>	02/04/2021

**Total Attachments: 8**

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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 1, 2021, (this “Agreement”), by Empire Kosher Poultry, Inc., a Delaware corporation and TableTrust Brands LLC (f/k/a Poultry Holdings LLC), a Delaware limited liability company (each a “Grantor”) in favor of Wells Fargo Bank, National Association as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

Reference is made to that certain Pledge and Security Agreement, dated as of June 28, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrowers (as defined in ABL Agreement (as defined below)) subject to the terms and conditions set forth in that certain ABL Agreement, dated as of June 28, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “ABL Agreement”), by and among Poultry Acquisition, LLC, a Delaware limited liability company (“Holdings”), TableTrust Brands LLC (formerly known as Poultry Holdings LLC), a Delaware limited liability company (as successor by merger to Poultry Sub LLC, a Delaware limited liability company) and Poultry Holdings LLC and Empire Kosher Poultry, Inc., a Delaware corporation (each, a “Borrower” and collectively, the “Borrowers”), the Subsidiaries of the Borrowers party thereto, as subsidiary guarantors (the “Subsidiary Guarantors”), the lenders identified on the signature pages thereof and Wells Fargo Bank, National Association, as administrative agent and collateral agent for the Lenders (in its capacity as administrative and collateral agent, the “Administrative Agent”).

Consistent with the requirements set forth in Sections 4.01 and 5.12 of the ABL Agreement and Section 4.03 of the Security Agreement, each Grantor executed and delivered to the Collateral Agent that certain Intellectual Property Security Agreement, dated as of June 28, 2019 (as it has been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Existing IP Security Agreement”), and the parties thereto wish to enter into this Agreement in order to amend and restate such Existing IP Security Agreement in its entirety.

In consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 Security Agreement.

Section 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “IP Collateral”):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto

C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Section 3. ***Security Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP 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 of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.


Section 4. ***Governing Law.*** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 5. ***Amendment and Restatement.*** This Agreement hereby amends and restates the Existing IP Security Agreement. As of the date hereof, this Agreement shall evidence the rights and obligations of the parties evidenced by the Existing IP Security Agreement. This Agreement represents a modification, and not a novation, of the obligations under the Existing IP Security Agreement.

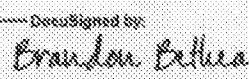
[Signature Pages Follow]

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

EMPIRE KOSHER POULTRY, INC.

By:   
Name: David Burton  
Title: Chief Financial Officer

TABLETRUST BRANDS LLC

Designated by:  
By:   
Name: Brandon Bethea  
Title: President

COLLATERAL AGENT:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By: Andrew Rogow  
Name: Andrew Rogow  
Title: VP

SCHEDULE I

**SCHEDULE I**

TRADEMARKS

Trademark Name	Grantor	Status	App. No.	Filing Date	Reg No.	Reg. Date
EMPIRE KOSHER and Design 	TableTrust Brands LLC	Registered	186920	19-Jan-2006	186920 (Israel)	14-Oct-2007
EMPIRE	TableTrust Brands LLC	Registered	60309	06-Feb-1985	60309 (Israel)	15-Mar-1990
GALIL	TableTrust Brands LLC	Registered	76328542	22-Oct-2001	2770806	07-Oct-2003
EMPIRE KOSHER and Design 	TableTrust Brands LLC	Registered	75663386	22-Mar-1999	2513122	27-Nov-2001
EMPIRE	TableTrust Brands LLC	Registered	73350576	17-Feb-1982	1265164	24-Jan-1984
EMPIRE	TableTrust Brands LLC	Registered	77203156	11-Jun-2007	3487196	19-Aug-2008
EMPIRE KOSHER	TableTrust Brands LLC	Registered	88702994	22-Nov-2019	6106004	21-Jul-2020
EMPIRE KOSHER and Design 	TableTrust Brands LLC	Registered	88703004	22-Nov-2019	6106005	21-Jul-2020
EMPIRE KOSHER	TableTrust Brands LLC	Pending	2334952 (Mexico)	24-Feb-2020		
EMPIRE KOSHER and Design 	TableTrust Brands LLC	Pending	2334955 (Mexico)	24-Feb-2020		
FREEBIRD	TableTrust Brands LLC	Registered	85896038	05-Apr-2013	4439604	26-Nov-2013
FREEBIRD and Design 	TableTrust Brands LLC	Registered	85896039	05-Apr-2013	4439605	26-Nov-2013
FREEBIRD	TableTrust Brands LLC	Pending	1859838 (Canada)	27-Sep-2017		
FREEBIRD and Design 	TableTrust Brands LLC	Pending	1859839 (Canada)	27-Sep-2017		
KOSHER VALLEY & Design 	TableTrust Brands LLC	Registered	85335515	1-Jun-2011	4214964	25-Sep-2012
KOSHER VALLEY-ALL NATURAL & Design 	TableTrust Brands LLC	Registered	77901308	28-Dec-2009	3827876	3-Aug-2010
KOSHER VALLEY	TableTrust Brands LLC	Registered	77648116	13-Jan-2009	3703425	27-Oct-2009

Schedule I

SCHEDULE I

TRADEMARK APPLICATIONS

<b>Trademark Name</b>	<b>Grantor</b>	<b>Status</b>	<b>App. No.</b>	<b>Filing Date</b>
TABLETRUST	TableTrust Brands LLC	Pending	90062437	20-Jul-2020
TABLE TRUST	TableTrust Brands LLC	Pending	90062423	20-Jul-2020

Schedule I



SCHEDULE II

**SCHEDULE II**

PATENTS

None.

PATENT APPLICATIONS

None.

Schedule II

**SCHEDULE III**

**COPYRIGHTS**

<b>Grantor</b>	<b>Title</b>	<b>Registration No.</b>
Empire Kosher Poultry, Inc.	Empire Kosher chicken cookbook: 225 easy and elegant recipes for poultry and great side dishes / by Katja Goldman and Arthur Boehm.	TX0004959935

**COPYRIGHT APPLICATIONS**

None.

Schedule III