

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636820

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Best Food Services LLC		03/31/2021	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	230 W. MONROE STREET, Suite 290		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3242967	ALWAYS THE BEST	
Registration Number:	4458099	CHUI HO BROCCOLI	
Registration Number:	4442989	ASIAWIN	
Registration Number:	3240460	BEST FOOD SERVICES LLC	
Registration Number:	4592989	TAI FA CAI	
Registration Number:	4453914	ALWAYS THE BEST	
Registration Number:	5094389	ELITE	
Registration Number:	5044495	YEN	
Registration Number:	4442525	TUAN MEI	
Registration Number:	4453255	HONG KONG CHEF KING	
CORRESPONDENCE DATA			
Fax Number:	3125212875		
<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>			
Phone:	3125212775		
Email:	ipdocket@muchlaw.com		
Correspondent Name:	Adam K Sacharoff		
Address Line 1:	191 N Wacker Drive, Suite 1800		
Address Line 2:	Much Shelist, PC		

CH \$265.00 3242967

Address Line 4:	Chicago, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	0008963.0221
NAME OF SUBMITTER:	Adam K Sacharoff
SIGNATURE:	/adamksacharoff/
DATE SIGNED:	04/05/2021
Total Attachments: 7 source=WellsFargo_SecurityAgreement#page1.tif source=WellsFargo_SecurityAgreement#page2.tif source=WellsFargo_SecurityAgreement#page3.tif source=WellsFargo_SecurityAgreement#page4.tif source=WellsFargo_SecurityAgreement#page5.tif source=WellsFargo_SecurityAgreement#page6.tif source=WellsFargo_SecurityAgreement#page7.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of March 31, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "**Agreement**"), between BEST FOOD SERVICES LLC, an Illinois limited liability company formerly known as Best Food Services Inc. (the "**Grantor**"), and Wells Fargo Bank, National Association (the "**Lender**").

Reference is made to (a) the Security Agreement : Business Assets, of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), by and among the Grantor, United Ventures Specialty Food LLC, Midwest Food Services LLC, ABC Food Trading LLC and Empire Trading Investment, LLC (collectively with the Grantor, the "**Borrowers**"), and the Lender and (b) the Credit Agreement, of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrowers and Lender. Lender has agreed to extend credit to Grantor and the other Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lender to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lender to extend such credit. 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 Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Indebtedness, the Grantor hereby assigns and pledges to the Lender and its successors and assigns and hereby grants to the Lender and its successors and assigns, a security interest in all of its right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by it or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

- (a) all trademark registrations and applications set forth on Schedule I attached hereto (the "**Trademarks**");
- (b) all goodwill associated with or symbolized by the Trademarks; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill;

but excluding any intent-to-use trademark application prior to the filing of, and acceptance of, a "Statement of Use" or "Amendment to Allege Use" with the United States Patent and Trademark Office with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

SECTION 3. Security Agreement. The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Trademark 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. Termination. Upon the termination of the Security Agreement, in accordance with its terms, following a written request therefor, the Lender shall execute, acknowledge, and deliver to the Grantor (at Grantor's sole expense) an instrument in writing in recordable form releasing the grant and security interest in the Trademark Collateral under this Agreement and take any other actions reasonably requested, including, but not limited to, filing and recording (or authorizing Grantor to file and record) the release and/or termination of the grant and its security interest granted thereunder or under the Security Agreement in the Trademark Collateral with the United States Patent and Trademark Office.

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.

SECTION 6. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

[Remainder of page intentionally left blank]

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

BEST FOOD SERVICES LLC

By:

Name: Eric Kwok

Title: Manager

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

BEST FOOD SERVICES LLC

By: 

Name: Eric Kwok

Title: Manager

[Trademark Security Agreement (Best Food Services LLC)]

11812288

TRADEMARK
REEL: 007244 FRAME: 0235

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Lender,

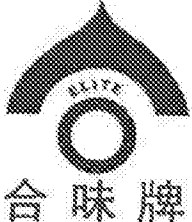


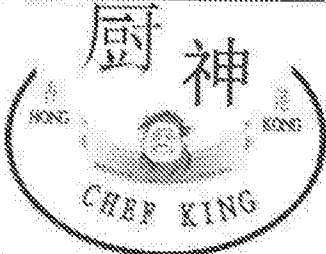
By: 

Name: Matthew Gable
Title: Senior Vice President

SCHEDULE I

Trademarks

Owner	Mark	Serial Number	Registration number	Registration Date
Best Food Services LLC, formerly known as Best Food Services, Inc.		78605153	3,242,967	5/15/2007
Best Food Services LLC, formerly known as Best Food Services, Inc.		85890818	4,458,099	12/31/2013
Best Food Services LLC, formerly known as Best Food Services, Inc.		85890740	4,442,989	12/3/2013
Best Food Services LLC, formerly known as Best Food Services, Inc.		78526699	3,240,460	5/8/2007
Best Food Services LLC, formerly known as Best Food Services, Inc.		86207709	4,592,989	8/26/2014
Best Food Services LLC, formerly known as Best Food Services, Inc.		85890654	4,453,914	12/24/2013

Best Food Services LLC, formerly known as Best Food Services, Inc.		86944461	5,094,389	12/6/2016
Best Food Services LLC, formerly known as Best Food Services, Inc.		86888871	5,044,495	9/20/2016
Best Food Services LLC, formerly known as Best Food Services, Inc.		85768443	4,442,525	12/3/2013
Best Food Services LLC, formerly known as Best Food Services, Inc.		85686867	4,453,255	12/24/2013

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