

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646317

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Choice Canning Company, Inc.		05/06/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Bank Leumi USA, as Agent		
Street Address:	579 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2507891	TASTEE CHOICE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Ted.mulligan@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Jessica Hildebrandt		
SIGNATURE:	/Jessica Hildebrandt/		
DATE SIGNED:	05/12/2021		
Total Attachments: 6			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Choice Canning Company, Inc.

- Individual(s)
- Partnership
- Corporation- State: NY
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 6, 2021

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank Leumi USA, as Agent

Street Address: 579 Fifth Avenue

City: New York

State: NY

Country: USA Zip: 10017

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship NY

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text
See Attached Schedule 1

B. Trademark Registration No.(s)
See Attached Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
See Attached Schedule 1

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jessica Hildebrandt

Internal Address: Otterbourg P.C.

Street Address: 230 Park Ave.

City: New York

State: NY Zip: 10169

Phone Number: 212-905-3670

Docket Number: _____

Email Address: jhildebrandt@otterbourg.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

5/11/2021

Date

Jessica Hildebrandt

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“Trademark Security Agreement”), dated as of May 6, 2021, is made by the parties listed on the signature pages hereof (collectively, the “Grantors”) in favor of Bank Leumi USA, a New York State chartered bank (the “Agent”), located at 579 Fifth Avenue, New York, New York 10017, in its capacity as agent for Lenders and other parties as provided under the Credit Agreement referred to below (the “Secured Parties”).

WHEREAS, Choice Canning Company, Inc., a New York corporation (“Initial Borrower”) and together with any entity that may hereafter become party to the Credit Agreement as a Borrower, collectively, the “Borrowers” and each individually, a “Borrower”), have entered into a Credit Agreement, dated as of May 6, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time the “Credit Agreement”), with the Agent and the lenders (the “Lenders”) party thereto; and

WHEREAS, under the terms of the Credit Agreement, the Grantors have granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Agent as follows:

1. Grant of Security. Each Grantor hereby pledges and grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “Trademark Collateral”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (collectively, the “Trademarks”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

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

(c) 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

(d) 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.

2. Recordation. Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Agent.

3. Loan Documents. This Trademark 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 Agent with respect to the Trademark Collateral are as provided by the Credit Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark 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 Trademark 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 Trademark Security Agreement.

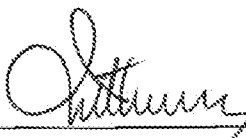
5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark 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 Trademark 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows]

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

CHOICE CANNING COMPANY, INC.

By:  _____

Name: Jose Thomas

Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007290 FRAME: 0145

Agreed to and accepted:

BANK LEUMI USA, as Agent

DocuSigned by:
By: Klaudio Nikolla
93C8F22A2132493

Name: Klaudio Nikolla

Title: First Vice President

DocuSigned by:
By: Kristina Salvo
F8C8B1F83CA9402

Name: Kristina Salvo

Title: Assistant Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Trademark Title</u>	<u>Application No.</u>	<u>Date of Application</u>	<u>Reg. No.</u>	<u>Date of Registration</u>
TASTEE CHOICE	75824414	11/13/2001	2507891	12/14/2011