

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM660328

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Chairmans Foods, LLC		05/17/2021	Limited Liability Company: DELAWARE
Chairmans Foods Holdings, LLC		05/17/2021	Limited Liability Company: DELAWARE
Gordo's, LLC		05/17/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank (a Texas Banking Association)
Street Address:	411 W.. Lafayette St.
Internal Address:	ATTN: Corporate Finance-MC 3289
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48226
Entity Type:	National Banking Association: TEXAS

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	6074152	CHAIRMANS FOODS
Registration Number:	4837108	DON'T FORGET YOUR FIXINS
Registration Number:	4599616	FIXIN'S SOUTHERN STYLE GOODNESS
Registration Number:	4530711	FIXIN'S FACT
Registration Number:	4479738	FIXINS "SOUTHERN STYLE GOODNESS"
Registration Number:	3630090	LA QUERIDA
Registration Number:	2868732	GORDO'S
Registration Number:	5107797	COMFORT CUISINE
Registration Number:	5098691	COMFORT CUISINE
Registration Number:	5640497	COMFORT CUISINE CAPE COD CHICKEN SALAD

CORRESPONDENCE DATA

Fax Number: 2142000853

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: 2109787487
Email: venisa.dark@haynesboone.com
Correspondent Name: Venisa Dark, Haynes and Boone LLP
Address Line 1: 2323 Victory Avenue, Suite 700
Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER: 0007898.160_LevyC

NAME OF SUBMITTER: Venisa Dark

SIGNATURE: /Venisa Dark/

DATE SIGNED: 07/15/2021

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Agreement*”), dated as of May 17, 2021, is made by CHAIRMANS FOODS, LLC, a Delaware limited liability company (“*Chairmans*”), CHAIRMANS FOODS HOLDINGS, LLC, a Delaware limited liability company (“*Holdings*”), GORDO’S, LLC, a Delaware limited liability company (“*Gordos*”, and together with Chairmans and Holdings, collectively, the “*Debtors*”, and individually, a “*Debtor*”), in favor of COMERICA BANK, as the administrative agent for the Lenders (as defined below) (“*Agent*”).

RECITALS:

WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement, dated as of the date hereof, by and among Chairmans, Holdings, the lenders party thereto (the “*Lenders*”), and Agent (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), the Lenders have agreed to extend certain loans to or for the direct or indirect benefit of Chairmans; and

WHEREAS, pursuant to that certain Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time further amended, restated, supplemented or otherwise modified, the “*Security Agreement*”), by and among each Debtor, certain other parties thereto and Agent, the Debtors are required to execute and deliver to Agent this 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, Debtor hereby agrees as follows:

1. Definitions. All initially capitalized terms used but not otherwise defined herein have the meaning given to them in the Security Agreement. All other capitalized, undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meaning provided for by the UCC to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. Each Debtor hereby unconditionally grants, collaterally assigns, and pledges to Agent, to secure the obligations under the Credit Agreement and any other secured obligations, a continuing security interest (referred to in this Agreement as the “*Security Interest*”) in all of such Debtor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “*Intellectual Property Collateral*”):

- (a) all of such Debtor’s Trademarks and Trademark Licenses to which it is a party, including as described on Schedule I hereto;
- (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles relating to the intellectual property described on Schedule I hereto; and
- (c) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person (as defined in the Credit Agreement) from time to time in

connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any governmental authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement or other violation of any Trademark or breach or other violation of any Trademark License, or (B) injury to the goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. Security for Secured Obligations. This Agreement and the Security Interest created hereby secures the payment and performance of the secured obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the secured obligations and would be owed by each Debtor to Agent, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving such Debtor.

4. Security Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each Debtor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

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Signature Page Follows]**

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

DEBTORS:

CHAIRMANS FOODS, LLC,
a Delaware limited liability company

By: *Michael L. Crow*
Name: Michael L. Crow
Title: Secretary

CHAIRMANS FOODS HOLDINGS, LLC,
a Delaware limited liability company


By: *Michael L. Crow*
Name: Michael L. Crow
Title: Secretary

GORDO'S, LLC,
a Delaware limited liability company

By: *Michael L. Crow*
Name: Michael L. Crow
Title: Secretary



AGENT:

COMERICA BANK, as Agent

By: 
Name: Scott Dold
Title: Vice President

SCHEDULE I

TRADEMARKS

Owner	Description	Registration Number	Country	Registration Date
Chairmans Foods Holdings, LLC	CHAIRMANS FOODS and Design 	6074152	USA	Jun. 9, 2020
Chairmans Foods Holdings, LLC	DON'T FORGET YOUR FIXINS	4837108	USA	Oct. 20, 2015
Chairmans Foods Holdings, LLC		4599616	USA	Sep. 9, 2014
Chairmans Foods Holdings, LLC	FIXIN'S FACT	4530711	USA	May 13, 2014
Chairmans Foods Holdings, LLC	FIXINS "SOUTHERN STYLE GOODNESS"	4479738	USA	Feb. 11, 2014
Gordo's, LLC	LA QUERIDA	3630090	USA	Jun. 2, 2009
Gordo's, LLC	GORDO'S	2868732	USA	Aug. 3, 2004
Chairmans Foods, LLC	Comfort Cuisine	5107797	USA	Dec 27, 2016
Chairmans Foods, LLC	Comfort Cuisine label 	5098691	USA	Dec. 13, 2016
Chairmans Foods, LLC	COMFORT CUISINE CAPE COD CHICKEN SALAD	5640497	USA	Jan. 1, 2019