

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM666000

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ameriqua Group, LLC		08/06/2021	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC, Agent		
Street Address:	225 W. Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1555003	AMERIQUEAL	
Registration Number:	1554011	AQ AMERIQUEAL	
Registration Number:	3395563	APACK READY MEAL SELF-HEATING EMERGENCY	
Registration Number:	3701978	APACK READY MEAL	
Registration Number:	4032522	EASY RICE	
Registration Number:	5396574	APACK	
Serial Number:	88322082	JOY2	
Serial Number:	88321786	FOOD LIFE BALANCED	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	950048		

CH \$215.00 1555003

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	08/09/2021
Total Attachments: 5 source=8-9-2021 Ameriqua Group-TM#page1.tif source=8-9-2021 Ameriqua Group-TM#page2.tif source=8-9-2021 Ameriqua Group-TM#page3.tif source=8-9-2021 Ameriqua Group-TM#page4.tif source=8-9-2021 Ameriqua Group-TM#page5.tif	

The liens and security interests securing the obligations evidenced by this Trademark Collateral Agreement are subordinate in the manner and to the extent set forth in that certain Intercreditor Agreement (the "Intercreditor Agreement") dated as of August 6, 2021, by and among Alter Domus (US) LLC, in its capacity as collateral agent for the other Subordinated Creditors (as defined therein), and BMO Harris Bank N.A., as agent to the Senior Creditors (as defined in the Intercreditor Agreement).

TRADEMARK COLLATERAL AGREEMENT

This 6 day of August, 2021, AMERQUAL GROUP, LLC, an Indiana limited liability company ("*Debtor*") with its principal place of business and mailing address at 18200 Highway 41 North, Evansville, IN 47725, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Alter Domus (US) LLC ("*Alter Domus*"), with its mailing address at 225 W. Washington St., 9th Floor, Chicago, Illinois 60606, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Alter Domus acting as such administrative agent and any successor(s) or assign(s) to Alter Domus acting in such capacity being hereinafter referred to as "*Agent*"), and grants to Agent for the benefit of the Secured Creditors a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*"):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) 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 (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of August 6, 2021, by and among Debtor, the other parties to such Security Agreement signing as "*Debtors*" thereto, and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications

by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by Agent.

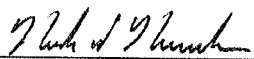
Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

AMERIQUEL GROUP, LLC

By 
Name: Hugh P. Harlan
Title: Chief Executive Officer

Accepted and agreed to as of the date and year last above written.

ALTER DOMUS (US) LLC, as Agent

By _____
Name: _____
Title: _____

[Signature Page to Trademark Collateral Agreement]

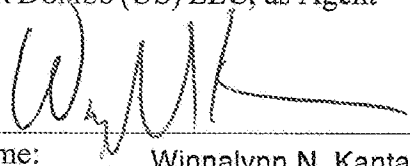
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

AMERIQUAL GROUP, LLC

By _____
Name: _____
Title: _____

Accepted and agreed to as of the date and year last above written.

ALTER DOMUS (US) LLC, as Agent

By  _____
Name: Winnalynn N. Kantaris
Title: Associate General Counsel

**SCHEDULE A
To
TRADEMARK COLLATERAL AGREEMENT**

REGISTERED TRADEMARKS

MARK	REGISTRATION NUMBER	REGISTRATION DATE
AmeriQual	1,555,003	September 5, 1989
AQ AMERQUAL (design)	1,554,011	August 29, 1989
APACK READY MEAL SELF- HEATING EMERGENCY MEAL	3,395,563	March 11, 2008
APACK READY MEAL	3,701,978	October 27, 2009
Easy Rice	4,032,522	September 27, 2011
APACK	5,396,574	February 6, 2018

TRADEMARK APPLICATIONS

MARK	APPLICATION NUMBER	APPLICATION DATE
JOY	88/322,082	March 1, 2019
FOOD LIFE BALANCED	88/321,786	March 1, 2019