

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671191

| | | | |
|---|---|---------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Whitson's Food Service, LLC | | 08/27/2021 | Limited Liability Company: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Churchill Agency Services LLC, as Agent | | |
| Street Address: | 430 Park Avenue, 14th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4205046 | WHITSONS | |
| Registration Number: | 4209150 | WHITSONS | |
| Registration Number: | 5390736 | WHITSONS CULINARY GROUP | |
| Registration Number: | 5379924 | W WHITSONS | |
| Registration Number: | 3139864 | WHITSONS NUTRITION SAFARI | |
| Registration Number: | 5166691 | DINECENTRAL | |
| Registration Number: | 5449324 | SIMPLY ROOTED | |
| Registration Number: | 4615740 | NU LIFE FOODS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2149813400 | | |
| <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: | 214-981-3483 | | |
| Email: | dclark@sidley.com | | |
| Correspondent Name: | Dusan Clark, Esq. | | |
| Address Line 1: | Sidley Austin LLP | | |
| Address Line 2: | 2021 McKinney Ave., Suite 2000 | | |
| Address Line 4: | Dallas, TEXAS 75201 | | |
| ATTORNEY DOCKET NUMBER: | 96939-30700 | | |

CH \$215.00 4205046

| | |
|---|---------------|
| NAME OF SUBMITTER: | Dusan Clark |
| SIGNATURE: | /Dusan Clark/ |
| DATE SIGNED: | 08/30/2021 |
| Total Attachments: 7 source=Whitsons - Trademark Security Agreement (Whitson_s Food Service, LLC) 271675206_1#page1.tif source=Whitsons - Trademark Security Agreement (Whitson_s Food Service, LLC) 271675206_1#page2.tif source=Whitsons - Trademark Security Agreement (Whitson_s Food Service, LLC) 271675206_1#page3.tif source=Whitsons - Trademark Security Agreement (Whitson_s Food Service, LLC) 271675206_1#page4.tif source=Whitsons - Trademark Security Agreement (Whitson_s Food Service, LLC) 271675206_1#page5.tif source=Whitsons - Trademark Security Agreement (Whitson_s Food Service, LLC) 271675206_1#page6.tif source=Whitsons - Trademark Security Agreement (Whitson_s Food Service, LLC) 271675206_1#page7.tif | |

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, made as of August 27, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), by Whitson's Food Service, LLC, a New York limited liability company (“**Grantor**”), in favor of Churchill Agency Services LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Whitsons Holding Group, LLC, a Delaware limited liability company (the “**Borrower**”), the other Loan Parties from time to time party thereto, the Persons from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrower (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guaranty and Collateral Agreement dated as of the date hereof, by and among Grantee, the other Loan Parties from time to time party thereto, and Grantor (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guaranty and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guaranty and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guaranty and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guaranty and Collateral Agreement. In the event of a conflict between a provision of the Guaranty and Collateral Agreement and a provision of this Agreement, the provision of the Guaranty and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guaranty and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being

herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely 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 any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor’s “intent to use” such trademarks or service marks unless and until the filing of a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Copyright Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WHITSON'S FOOD SERVICE, LLC, as Grantor

DocuSigned by:
By Paul Whitcomb
A7165ECC89341F...
Name: Paul Whitcomb
Title: President & Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

CHURCHILL AGENCY SERVICES LLC, as Agent

By: 

Name: Mathew Linett



Its: Senior Managing Director

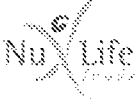
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007408 FRAME: 0270

SCHEDULE A

Trademark Registrations and Applications

| Jurisdiction | Mark | Reg. No. App. No. | Reg. Date App. Date | Status | Owner of Record |
|--------------|---|---|---|------------|--------------------------------------|
| US Federal | WHITSONS | RN: 4,205,046 SN: 85502528 | September 11, 2012 December 22, 2011 | Registered | Whitson's Food Service, LLC |
| US Federal | WHITSONS | RN: 4,209,150 SN: 85502530 | September 18, 2012 December 22, 2011 | Registered | Whitson's Food Service, LLC |
| US Federal | WHITSONS CULINARY GROUP | RN: 5,390,736 SN: 87499782 | January 30, 2018 June 21, 2017 | Registered | Whitson's Food Service, LLC |
| US Federal |  | RN: 5,379,924 SN: 87499664 | January 16, 2018 June 21, 2017 | Registered | Whitson's Food Service, LLC |
| US Federal |  | RN: 3,139,864 SN: 78370329 | September 5, 2006 February 19, 2004 | Registered | Whitson's Food Service, LLC |
| US Federal | DINECENTRAL | RN: 5,166,691 SN: 86023577 | March 21, 2017 July 30, 2013 | Registered | Whitson's Food Service, LLC |
| US Federal | SIMPLY ROOTED | RN: 5,449,324 | April 17, 2018 | Registered | Whitson's Food Service, LLC |

| Jurisdiction | Mark | Reg. No. App. No. | Reg. Date App. Date | Status | Owner of Record |
|--------------|---|---|--|------------|--------------------------------------|
| | | SN: 87186012 | September 28, 2016 | | |
| US Federal |  | RN: 4,615,740 SN: 85065561 | October 7, 2014 June 17, 2010 | Registered | WHITSON'S FOOD SERVICE, LLC |