

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686496

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900651350

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kenover Marketing Corp.		10/21/2021	Corporation: NEW JERSEY

RECEIVING PARTY DATA

Name:	The Huntington National Bank
Street Address:	5555 Cleveland Avenue
Internal Address:	GW1W37
City:	Columbus
State/Country:	OHIO
Postal Code:	43231
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 84

Property Type	Number	Word Mark
Serial Number:	90405911	BEHALF
Serial Number:	90237409	MANISCHEWITZ
Serial Number:	90827830	OLD WILLIAMSBURG
Serial Number:	90327161	MOTHER'S
Serial Number:	90259053	WONDER GREEN
Serial Number:	90357844	BELEAFER
Serial Number:	90357838	BELEAVE
Serial Number:	90340678	WILLIAMSBURG & CO 1896
Serial Number:	90091396	TUSCANINI
Serial Number:	90091385	TUSCANINI
Serial Number:	90091372	TUSCANINI
Serial Number:	88389287	WONDER LEMON
Serial Number:	88389308	WONDER JUICE
Serial Number:	88389300	WONDER BEETS
Serial Number:	88389293	WONDER GRAPE
Serial Number:	88077200	WHOLE YEAH!
Registration Number:	6217390	QUEEN OF CAKES

Property Type	Number	Word Mark
Serial Number:	88622724	NO COW AND HOW
Serial Number:	88448317	NO COW NO HOW
Registration Number:	6126632	KOSHER.COM
Registration Number:	5948316	HEAVEN & EARTH
Registration Number:	5940280	SKILL'IT WEST COAST
Serial Number:	88049843	SMALL BUT MIGHTY
Registration Number:	6119230	TUSCANINI
Registration Number:	5398212	TUSCANINI
Registration Number:	5445356	TAHINIBAR
Registration Number:	5428459	
Registration Number:	5407624	HADDAR
Registration Number:	5692671	WONDER MELON
Registration Number:	4716388	HADAR
Registration Number:	4643983	HARRISON'S ORIGINAL SWEET SHOPPE
Registration Number:	5205988	BEETOLOGY
Registration Number:	5247137	SEA CASTLE
Registration Number:	5530620	HEAVEN & EARTH
Serial Number:	86636154	FRUIT QBEEZ
Registration Number:	4882515	TUSCANINI
Registration Number:	3956024	TAM TAMS
Registration Number:	4302889	ABSOLUTELY GLUTEN FREE
Registration Number:	4482632	REBECCA & ROSE
Registration Number:	4233381	
Registration Number:	4189102	CRISPY-O'S
Registration Number:	4998408	ABSOLUTELY KOSHER
Registration Number:	4010880	SHIBOLIM
Registration Number:	3813238	SHIBOLIM
Registration Number:	3224844	ROKEACH OLD VIENNA
Registration Number:	3346161	GAL GAL
Registration Number:	3246752	GEFEN
Registration Number:	3055088	YEHUDA
Registration Number:	3137523	THE B M C
Registration Number:	2533082	JASON
Registration Number:	2832780	MISHPACHA
Registration Number:	2879061	LA JOLLA FARMS
Registration Number:	2584867	CROYDEN HOUSE
Registration Number:	3209566	MANISCHEWITZ
Registration Number:	3069117	THE MISHPACHA THE FAMILY VALUE BRAND!

Property Type	Number	Word Mark
Registration Number:	2910977	BLANCHARD & BLANCHARD
Registration Number:	3796812	TA'AMTI TASTE IT, YOU'LL LOVE IT!
Registration Number:	3678647	HADDAR
Registration Number:	2491791	GOLD BOAT
Registration Number:	2254386	GEULA
Registration Number:	2206744	UNGAR'S
Registration Number:	2342048	MANISCHEWITZ
Registration Number:	1937014	GUILTLESS GOURMET
Registration Number:	1816047	GUILTLESS GOURMET
Registration Number:	1562380	HOROWITZ MARGARETEN
Registration Number:	1414403	MANISCHEWITZ
Registration Number:	1587297	MANHATTAN CHOCOLATES
Registration Number:	1359444	KOSHERIFIC
Registration Number:	1362222	KOSHERIFIC
Registration Number:	1016234	ROKEACH
Registration Number:	0931878	MRS. ADLER'S
Registration Number:	0867634	MOTHER'S
Registration Number:	0802353	MANISCHEWITZ
Registration Number:	0589652	MOTHER'S
Registration Number:	0552693	MOTHER'S
Registration Number:	0662323	CARMEL KOSHER
Registration Number:	0640454	ROKEACH
Registration Number:	0503340	HOROWITZ MARGARETEN HOROWITZ BROS. & MAR
Registration Number:	0380071	ROKEACH
Registration Number:	0394250	TAM TAM
Registration Number:	0191473	GOLD BOAT
Registration Number:	0131941	HOROWITZ THE BEST SINCE 1884 HOROWITZ BR
Registration Number:	0113272	THE B M CO
Registration Number:	4861992	ROKEACH

CORRESPONDENCE DATA

Fax Number: 7349302494

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.

Phone: 7349302488

Email: ipfilings@bodmanlaw.com

Correspondent Name: Susan M. Kornfield - Bodman PLC

Address Line 1: 201 S. Division Street, Suite 400

Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Susan M. Kornfield
SIGNATURE:	/susan m. kornfield/
DATE SIGNED:	11/08/2021
Total Attachments: 9 source=Kenover Marketing Corp - Intellectual Property Security Agreement (Trademarks) (Syndications)#page1.tif source=Kenover Marketing Corp - Intellectual Property Security Agreement (Trademarks) (Syndications)#page2.tif source=Kenover Marketing Corp - Intellectual Property Security Agreement (Trademarks) (Syndications)#page3.tif source=Kenover Marketing Corp - Intellectual Property Security Agreement (Trademarks) (Syndications)#page4.tif source=Kenover Marketing Corp - Intellectual Property Security Agreement (Trademarks) (Syndications)#page5.tif source=Kenover Marketing Corp - Intellectual Property Security Agreement (Trademarks) (Syndications)#page6.tif source=Kenover Marketing Corp - Intellectual Property Security Agreement (Trademarks) (Syndications)#page7.tif source=Kenover Marketing Corp - Intellectual Property Security Agreement (Trademarks) (Syndications)#page8.tif source=Kenover Marketing Corp - Intellectual Property Security Agreement (Trademarks) (Syndications)#page9.tif	

AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of October 21, 2021 between Kenover Marketing Corp. ("Borrower") and The Huntington National Bank ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement dated as of October 21, 2021 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by Borrower and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Loans to the Borrower and to provide for the issuance of Letters of Credit for the account of the Borrower, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered that certain Security Agreement, dated as of October 21, 2021, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Loans under the Credit Agreement, the Borrower is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances and the Term Loan to the Borrower pursuant to the Credit Agreement, Borrower agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, Borrower does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of Borrower (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether Borrower is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of Borrower accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b),

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by Borrower against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Borrower for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Secured Party shall, upon the written request of the Borrower, execute and deliver to the Borrower a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing or (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the Lender shall have consented to such sale or disposition in accordance with the terms thereof.

SECTION 5. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the

terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

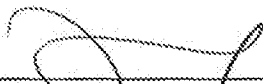
SECTION 7. Counterparts This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTORS:

KENOVER MARKETING CORP.

By:  _____
Mordchai Herzog

Its: Chief Executive Officer

SECURED PARTY:

THE HUNTINGTON NATIONAL BANK

By: _____
Jordan Ruder

Its: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTORS:


KENOVER MARKETING CORP.

By: _____
Mordechai Herzog

Its: Chief Executive Officer

SECURED PARTY:

THE HUNTINGTON NATIONAL BANK


By:  _____
Jordan Ruder



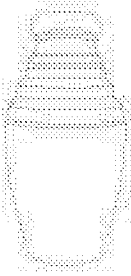
Its: Vice President

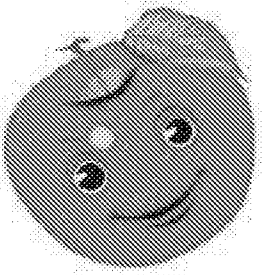
SCHEDULE 1.1


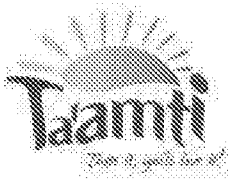

TRADEMARK COLLATERAL

U.S. TRADEMARKS

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
BEHALF	90/405911	12/23/20	n/a	n/a
MANISCHEWITZ	90/237409	10/6/20	n/a	n/a
OLD WILLIAMSBURG	90/827830	7/14/21	n/a	n/a
MOTHER'S	90/327161	11/18/20	n/a	n/a
WONDER GREEN	90/259053	10/16/20	n/a	n/a
BELEAFER	90/357844	12/3/20	n/a	n/a
BELEAVE	90/357838	12/3/20	n/a	n/a
	90/340678	11/24/20	n/a	n/a
TUSCANINI	90/091396	8/4/20	n/a	n/a
TUSCANINI	90/091385	8/4/20	n/a	n/a
TUSCANINI	90/091372	8/4/20	n/a	n/a
WONDER LEMON	88/389287	4/17/19	n/a	n/a
WONDER JUICE	88/389308	4/17/19	n/a	n/a
WONDER BEETS	8889300	4/17/19	n/a	n/a
WONDER GRAPE	88/389293	4/17/19	n/a	n/a
WHOLE YEAH!	88/077200	8/14/18	n/a	n/a
QUEEN OF CAKES	88/347968	3/20/19	6,217,390	12/8/20

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
NO COW AND HOW	88/622724	9/19/19	n/a	n/a
NO COW NO HOW	88/448317	5/28/19	n/a	n/a
KOSHER.COM	88/628241	9/24/19	6,126,632	8/11/20
	88/431112	5/15/19	5,948,316	12/31/19
SKILLIT 	88/424503	5/10/19	5,940,280	12/17/19
SMALL BUT MIGHTY	88/049843	7/24/18	n/a	n/a
TUSCANINI	87/250283	11/29/16	6,119,230	8/4/20
TUSCANINI	87/976469	11/29/16	5,398,212	2/6/18
TAHINIBAR	87/660501	10/26/17	5,445,356	4/10/18
	87/593360	9/1/17	5,428,459	3/20/18
HADDAR	87/581809	8/24/17	5,407,624	2/20/18
WONDER MELON	87/549035	7/31/17	5,692,671	3/5/19

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
HADAR	86/385281	9/4/14	4,716,388	4/7/15
ROKEACH	86/413796	10/3/14	4,861,992	12/1/15
HARRISON'S ORIGINAL SWEET SHOPPE	86/178616	1/29/14	4,643,983	11/25/14
BEETOLOGY	86/938784	3/14/16	5,205,988	5/16/17
SEA CASTLE	86/853573	12/18/15	5,247,137	7/18/17
HEAVEN & EARTH	86/792938	10/20/15	5,530,620	7/31/18
FRUIT QBEEZ	86/636154	5/20/15	n/a	n/a
TUSCANINI	86/369194	8/18/14	4,882,515	1/5/16
TAM TAMS	85/060528	6/11/10	3,956,024	5/3/11
ABSOLUTELY GLUTEN FREE	85/978302	5/12/11	4,302,889	3/12/13
REBECCA & ROSE	85/902795	4/12/13	4,482,632	2/11/14
	85/562674	3/7/12	4,233,381	10/30/12
CRISPY-O'S	85/349497	6/17/11	4,189,102	8/14/12
ABSOLUTELY KOSHER	85/339849	6/7/11	4,998,408	7/12/16
ROKEACH OLD VIENNA	78/874130	5/2/06	3,224,844	4/3/07
GAL GAL	78/905843	6/12/06	3,346,161	11/27/07
GEFEN	78/813616	2/13/16	3,246,752	5/29/07

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
YEHUDA	78/565800	2/11/05	3,055,088	1/31/06
JASON	78/026101	9/15/00	2,533,082	1/22/02
MANISCHEWITZ	78/381019	3/9/04	3,209,566	2/13/07
	78/351692	1/14/04	3,069,117	3/14/06
BLANCHARD & BLANCHARD	78/329824	11/19/03	2,910,977	12/14/04
	77/638114	12/22/08	3,796,812	6/1/10
	77/540110	8/6/08	3,678,647	9/8/09
	85/349497	6/17/11	4,189,102	8/14/12