

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706916

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Catalina Finer Food, LLC		02/04/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cadence Bank		
Street Address:	2100 Third Avenue North		
Internal Address:	Suite 1100		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35203		
Entity Type:	Corporation: MISSISSIPPI		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1071547	CATALINA	
Registration Number:	6213291	CHORICHEESE	
Registration Number:	5406347	DOÑA LAURA	
Serial Number:	90792252	CATALINA	
CORRESPONDENCE DATA			
Fax Number:	2052541999		
<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:	205-254-1202		
Email:	tebbert@maynardcooper.com		
Correspondent Name:	Paul Wallace		
Address Line 1:	1901 6th Avenue North		
Address Line 2:	Suite 1700		
Address Line 4:	Birmingham, ALABAMA 35203		
ATTORNEY DOCKET NUMBER:	13086.0121		
NAME OF SUBMITTER:	Paul Wallace		
SIGNATURE:	/Paul Wallace/		
DATE SIGNED:	02/07/2022		

CH \$115.00 1071547

Total Attachments: 3

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made this 4th day of February, 2022, between CATALINA FINER FOOD, LLC, a Delaware limited liability company ("Grantor"), and CADENCE BANK, a Mississippi banking corporation ("Lender").

WHEREAS, Grantor owns the Trademarks and Trademark Applications (collectively, the "Trademarks") listed on Schedule A attached hereto, as the same may be amended from time to time;

WHEREAS, Grantor, certain of its affiliates and Lender have entered into that certain Credit Agreement of even date hereof (as the same may hereafter be amended, restated, modified or supplemented from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Security Agreement of even date hereof, between Grantor and Lender (the "Security Agreement"), Grantor has granted to Lender a security interest in all its personal property and assets, including, without limitation, the assets listed on Schedule A attached hereto, as collateral to secure the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Grantor does hereby grant to Lender a security interest in the following property, wherever arising or located (the "IP Collateral"): all of Grantor's right, title and interest in and to the Trademarks now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, interest or license to, including all proceeds and products of any and all of the foregoing. Notwithstanding anything contained in this Agreement or any other Loan Document (as defined in the Credit Agreement) to the contrary, "IP Collateral" shall not include any "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 the registrability of such "intent to use" trademark applications and the validity or enforceability of such "intent to use" trademark registrations issuing from such application under applicable federal law.
2. Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to its security interests in the IP Collateral made and granted herein are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein, and include, without limitation, all rights and remedies of a secured party under the Uniform Commercial Code as adopted by the State of Texas as in effect from time to time.

[Signature page to follow]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

CATALINA FINER FOOD, LLC

By: 

Name: Gordon C. C. Liao

Title: President

SCHEDULE A

Registered Trademarks				
Country	Word Mark	Owner	Registration No.	Registration Date
USA	Catalina	Grantor	1071547	9/16/1977
USA	Choricheese	Grantor	6213291	12/1/2020
USA	Dona Laura	Grantor	5406347	2/20/2018
USA	CATALINA	Grantor	90792252	6/24/2021