

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM713895

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WHITE TOQUE LLC		02/25/2022	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	BANK HAPOALIM B.M.		
Street Address:	1120 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Bank: NOT PROVIDED		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6634568	CUISINERY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	973-705-7422		
Email:	cwilkes@murphyllp.com		
Correspondent Name:	Murphy Schiller & Wilkes LLP		
Address Line 1:	24 COMMERCE STREET, 12TH FLOOR		
Address Line 2:	Charles J. Wilkes, ESQ.		
Address Line 4:	NEWARK, NEW JERSEY 07102		
NAME OF SUBMITTER:	Charles J. Wilkes		
SIGNATURE:	/Charles J. Wilkes/		
DATE SIGNED:	03/11/2022		
Total Attachments: 5			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

White Toque LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 25, 2022

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank Hapoalim B.M.

Street Address: 1120 Avenue of the Americas

City: New York

State: New York

Country: USA Zip: 10036

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

6,634,568

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Charles J. Wilkes, Esq.

Internal Address: _____

Murphy Schiller & Wilkes LLP

Street Address: 24 Commerce Street, 12th Floor

City: Newark

State: New Jersey Zip: 07102

Phone Number: 973-705-7422

Docket Number: _____

Email Address: cwilkes@murphyllp.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Charles J. Wilkes
Signature

Date

Charles J. Wilkes, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 25, 2022 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement Supplement"), is made by WHITE TOQUE LLC (the "Grantor") in favor of BANK HAPOALIM B.M. (the "Secured Party"), and supplements that certain Intellectual Property Security Agreement dated as of December 11, 2019, made by the Grantor in favor of the Secured Party. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Collateral Agreement (as defined below).

WHEREAS, the Grantor and the Secured Party are parties to that certain Collateral Agreement dated as of December 11, 2019, made by the Grantor, Arrieros Quality Foods, LLC, Primizie Foods, LLC, SEC Cold Storage, LLC and SEC, LLC in favor of the Secured Party (the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, as security for the payment and performance of the Obligations, the Grantor granted to the Secured Party, a security interest in all of the right, title and interest of the Grantor in, to and under the Collateral, including, without limitation, certain of its intellectual property; and

WHEREAS, the Grantor has agreed to execute this Intellectual Property Security Agreement Supplement for recording with the United States Patent and Trademark Office and any other applicable governmental authorities in order to perfect the Secured Party's security interest in the intellectual property described herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Grant of Security. The Grantor hereby grants to the Secured Party a security interest in and to all right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(a) all of the Grantor's trademarks of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for trademarks of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country (provided that no security interest shall be granted in United States 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 validity or enforceability of any registration issuing from such intent-to-use trademark applications under applicable federal law), including those trademarks listed on Schedule I (collectively, the "Trademarks") and all of the goodwill of the business connected with the use of, or symbolized by, each of the Trademarks; and

(b) any and all proceeds of the foregoing.

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement Supplement.

Section 3. Execution in Counterparts. This Intellectual Property Security Agreement Supplement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 4. Governing Law. This Intellectual Property Security Agreement Supplement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Security Agreement Supplement to be duly executed and delivered as of the date first above written.

WHITE TOQUE LLC

By: 

Richard Leinec
Manager

[Signature Page to Intellectual Property Security Agreement Supplement]

TRADEMARK
REEL: 007657 FRAME: 0703

SCHEDULE I

Intellectual Property Type	Description	USPTO Registration Number	Date of Registration
Trademark	Cuisinery	6,634,568	February 1, 2022