

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM734394

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Trademark Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COMMERCIAL FOODSERVICE REPAIR, INC.		12/03/2021	Corporation: SOUTH CAROLINA
COMMERCIAL KITCHENS, INC.		12/03/2021	Corporation: CONNECTICUT

## RECEIVING PARTY DATA

<b>Name:</b>	CIBC BANK USA, as administrative agent
<b>Street Address:</b>	120 South LaSalle Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	STATE BANK: ILLINOIS

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
<b>Registration Number:</b>	5283687	TECH24 A COMMERCIAL FOODSERVICE REPAIRCO
<b>Registration Number:</b>	4163211	TECH 24
<b>Registration Number:</b>	4166561	TECH-24
<b>Registration Number:</b>	3254956	SERVICE SOLUTIONS GROUP
<b>Registration Number:</b>	6100424	ESI
<b>Registration Number:</b>	1473521	ESI
<b>Registration Number:</b>	5328609	CK COMMERCIAL KITCHENS
<b>Registration Number:</b>	5328611	CK COMMERCIAL KITCHENS

## CORRESPONDENCE DATA

Fax Number: 3126095005

*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.*

Email: hmiller@vedderprice.com

Correspondent Name: Holly Miller

Address Line 1: 222 North LaSalle Street - 24th Floor

Address Line 2: Vedder Price P.C.

Address Line 4: Chicago, ILLINOIS 60601

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<b>ATTORNEY DOCKET NUMBER:</b>	40180.00.0140/ M O'Connor
<b>NAME OF SUBMITTER:</b>	Holly Miller
<b>SIGNATURE:</b>	/Holly Miller/
<b>DATE SIGNED:</b>	06/13/2022

**Total Attachments: 5**

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## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 3rd day of December, 2021 by COMMERCIAL FOODSERVICE REPAIR, INC., a South Carolina corporation ("CFR"), COMMERCIAL KITCHENS, INC., a Connecticut corporation ("CKI"); and collectively with CFR and each other person that from time to time is made a Grantor hereunder, each individually a "Grantor" and collectively the "Grantors", in favor of CIBC BANK USA, as the Administrative Agent for all the Lenders party to the Credit Agreement (as hereinafter defined) ("Administrative Agent");

### WITNESSETH:

WHEREAS, Grantors and their affiliates have entered into a certain Credit Agreement dated as of March 30, 2021, as amended (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions ("Lenders") and Administrative Agent providing for the extensions of credit to be made to the Grantors and their affiliates by Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement, each Grantor has granted to Administrative Agent, for the benefit of Administrative Agent and the Lenders, a continuing security interest in substantially all of the assets of such Grantor, whether now or hereafter owned, existing, acquired or arising, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, patent applications, trademarks, trademark applications and trade names, and all products and proceeds thereof, to secure the payment of all amounts owing by each Grantor and its affiliates 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, each Grantor agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Administrative Agent, a continuing security interest in each Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and trademark application owned by such Grantor, including, without limitation, each trademark recorded by, and trademark application filed with, the U.S. Patent and Trademark Office referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; provided, that notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any "intent to use" trademark application for which a statement of use or declaration of use has not been filed and accepted with the U.S. Patent and Trademark Office; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any such trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto.

3. Amendment and Restatement. This Agreement amends and restates in its entirety that certain Trademark Security Agreement dated as of March 30, 2021 by certain of the Grantors in favor of Administrative Agent (the "Original Security Agreement"). If there is any conflict or discrepancy between the provisions of the Original Security Agreement and this Agreement, the terms and provisions of this Agreement shall prevail. This Agreement shall constitute an amendment, restatement and/or reaffirmation, but not an extinguishment or termination, of the pledge and grant of a security interest in the Collateral by, and the covenants and obligations of, Grantors under the Original Security Agreement.

**(Signature Page Follows)**

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

GRANTORS:

COMMERCIAL FOODSERVICE  
REPAIR, INC., a South Carolina  
corporation

By: 

Name: Samuel L. Campbell

Title: Chief Financial Officer

COMMERCIAL KITCHENS, INC., a  
Connecticut corporation

By: 

Name: Samuel L. Campbell

Title: Chief Financial Officer

*(Signature Page to Amended and Restated Trademark Security Agreement)*

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RECORDED: 06/13/2022

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