

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM737268

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cornerstone Foodservice Group, Inc.		06/23/2022	Corporation: DELAWARE
Spring (U.S.A.) Corporation		06/23/2022	Corporation: DELAWARE
Lloyd Industries, LLC		06/23/2022	Limited Liability Company: WASHINGTON
Versa-Gard, LLC		06/23/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BMO Harris Bank N.A., as Agent
Street Address:	320 S Canal St., 14th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Association: CANADA

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	2440923	ASTRA
Registration Number:	3600549	SMARTSTONE
Registration Number:	3652811	SMARTSTONE INDUCTION
Registration Number:	2882361	SPRING USA
Registration Number:	4158185	SPRING WORLDWIDE
Registration Number:	3909267	MAX INDUCTION
Registration Number:	4433438	THE EVOLUTION OF INTELLIGENT DESIGN
Registration Number:	4235279	XCESSORIES
Registration Number:	4235280	XCESSORIES
Registration Number:	4652243	MOTIF
Registration Number:	4655767	SPRING USA MOTIF
Registration Number:	5097608	DIAMOND GRILL PAN
Registration Number:	4992391	PRE SEASONED TUFF-KOTE
Registration Number:	4924280	DURA-KOTE

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Property Type	Number	Word Mark
Registration Number:	4924281	SILVER-KOTE
Registration Number:	4716513	QUIK-DISKS
Registration Number:	4821049	HEARTH BAKE DISK
Registration Number:	4751851	THE EQUALIZER
Registration Number:	4911994	THE EQUALIZER
Registration Number:	4711537	LLOYD PANS
Registration Number:	4707834	LLOYD PANS
Registration Number:	4793230	LLOYD PANS
Registration Number:	4711540	LLOYD PANS
Registration Number:	4711546	LLOYD PANS
Registration Number:	4793231	LLOYD PANS
Registration Number:	4711551	LLOYD PANS
Registration Number:	4711541	LLOYD PANS
Registration Number:	3856580	MANPANS
Registration Number:	3859923	MANPANS
Registration Number:	6026944	EXO G2
Registration Number:	4073847	SLIMLINE
Registration Number:	5957137	VANILLA
Registration Number:	3698801	GARDIAN
Registration Number:	3867289	VG
Registration Number:	2755834	VERSA-GARD
Registration Number:	4075608	EUROPA
Registration Number:	3879134	CAPTUR
Serial Number:	86258627	INTEGRA
Serial Number:	87205872	LLOYD PANS KITCHENWARE

CORRESPONDENCE DATA

Fax Number: 3125774565

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: 312-577-8265

Email: kristin.brozovic@katten.com

Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe St

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 207545-348

NAME OF SUBMITTER: Kristin Brozovic

SIGNATURE: /Kristin Brozovic/

DATE SIGNED: 06/27/2022

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Security Agreement”), dated as of June 23, 2022, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of BMO HARRIS BANK N.A. (“BMO”), a national banking association having an address at 320 S. Canal Street, 14th Floor, Chicago, IL 60606, as agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 23, 2022 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among CORNERSTONE FOODSERVICE GROUP, INC., a Delaware corporation (“Lead Borrower”), SPRING (U.S.A.) CORPORATION, a Delaware corporation (“Spring”), COMMERCIAL STAINLESS FABRICATORS, INC., a Georgia corporation (“Commercial Stainless”), CLP LLOYD, INC., a Delaware corporation (“CLP Lloyd”), VERSA-GARD, LLC, a Delaware limited liability company (“Versa-Gard”), LLOYD INDUSTRIES, LLC, a Washington limited liability company (“Lloyd Industries”) and, together with Lead Borrower, Spring, Commercial Stainless, CLP Lloyd and Versa-Gard, collectively, the “Borrowers” and each individually a “Borrower” and, the Borrowers together with Holdings, collectively, the “Grantors” and each, a “Grantor”), the Agent and the Lenders from time to time party thereto, the Lenders have severally agreed to make extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than Borrowers) has agreed, pursuant to that certain Guaranty and Security Agreement of even date herewith by and among Borrowers, Holdings, and the other Grantors from time to time party thereto in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, pursuant to the Guaranty and Security Agreement, each Grantor is required to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement, and if not defined therein, as defined in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (to the extent not constituting Excluded Collateral), whether now owned or hereafter acquired (the “Trademark Collateral”):

(a) all of its Trademarks registered with the Applicable IP Office (other than Trademarks that are Excluded Collateral) including, without limitation, those referred to on Schedule 1 hereto;

- (b) the goodwill associated with such Trademarks;
- (c) all renewals and extensions of the foregoing; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, subject to its reasonable business judgment in connection with their Trademarks subject to a security interest hereunder, consistent with the Grantor's obligation and subject to the limitations otherwise set forth in the Guaranty and Security Agreement.

Section 5. Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or electronic mail of any executed signature page to this Security Agreement shall constitute effective delivery of such signature page. This Security Agreement to the extent signed and delivered by means of a facsimile machine or electronic mail (including ".pdf" files) shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or electronic mail (including ".pdf" files) to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or electronic mail (including ".pdf" files) as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 6. Governing Law. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

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

**CORNERSTONE FOODSERVICE
GROUP, INC., as a Grantor**

By: Adam Reeves
Name: Adam Reeves
Title: Vice President and Treasurer

**SPRING (U.S.A.) CORPORATION, as
a Grantor**

By: Adam Reeves
Name: Adam Reeves
Title: Vice President and Treasurer

**LLOYD INDUSTRIES, LLC, as a
Grantor**

By: Adam Reeves
Name: Adam Reeves
Title: Vice President and Treasurer


VERSA-GARD, LLC, as a Grantor

By: Adam Reeves
Name: Adam Reeves
Title: Vice President and Treasurer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

BMO HARRIS BANK N.A., as Agent

By: 
Name: Stephen Mueller
Title: Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT



Trademark Registrations

Cornerstone Foodservice Group, Inc.:

Official No.	Trademark	Country
2440923	ASTRA AND DESIGN IC 11	US

Spring (U.S.A.) Corporation:

Trademark Status	Trademark Name	Country	Application Number	Filing Date	Registration Number	Registration Date
Registered; Notice of Acceptance Under Section 8 received 3/29/15	SMARTSTONE	US	77/454656	April 22, 2008	3600549	March 31, 2009
Registered; Notice of Acceptance of Renewal received 12/4/15	SMARTSTONE INDUCTION	US	77/454663	April 22, 2008	3652811	July 7, 2009
Registered; Notice of Acceptance of Renewal received 6/28/14	SPRING USA	US	76/396053	April 16, 2002	2882361	September 7, 2004
Registered	SPRING WORLDWIDE	US	77/847149	October 12, 2009	4158185	June 12, 2012
Registered; Notice of Acceptance of Section 8 & 15 received 9/23/16	MAX INDUCTION	US	77/947800	March 1, 2010	3909267	January 18, 2011
Registered	THE EVOLUTION OF INTELLIGENT DESIGN	US	85/658990	June 22, 2012	4433438	November 12, 2013
Registered	XCESSORIES	US	85/501416	December 21, 2011	4235279	October 30, 2012

Trademark Status	Trademark Name	Country	Application Number	Filing Date	Registration Number	Registration Date
Published; Extension of time to file Statement of Use approved 1/19/17	INTEGRA	US	86/258627	April 22, 2014		
Registered	XESSORIES (STYLIZED) 	US	85/501421	December 21, 2011	4235280	October 30, 2012
Registered	MOTIF	US	86/258632	April 22, 2014	4652243	December 9, 2014
Registered	SPRING MOTIF Logo 	US	86/258637	April 22, 2014	4655767	December 16, 2014

Lloyd Industries, LLC:




Image	Owner Name	Application Number	Application Date	Registration Number	Registration Date
	LLOYD INDUSTRIES, LLC	87205872	10/17/16		
DIAMOND GRILL PAN	LLOYD INDUSTRIES, LLC	87071780	15-JUN-2016	5097608	12-DEC-2016 Note: Supplemental Register
PRE SEASONED TUFF-KOTE	LLOYD INDUSTRIES, LLC	86799832	26-OCT-2015	4992391	05-JUL-2016
DURA-KOTE	LLOYD INDUSTRIES, LLC	86594276	10-APR-2015	4924280	22-MAR-2016

Image	Owner Name	Application Number	Application Date	Registration Number	Registration Date
SILVER-KOTE	LLOYD INDUSTRIES, LLC	86594286	10-APR-2015	4924281	22-MAR-2016
QUIK-DISKS	LLOYD INDUSTRIES, LLC	86428479	20-OCT-2014	4716513	07-APR-2015
HEARTH BAKE DISK	LLOYD INDUSTRIES, LLC	86428494	20-OCT-2014	4821049	29-SEP-2015
THE EQUALIZER	LLOYD INDUSTRIES, LLC	86428509	20-OCT-2014	4751851	09-JUN-2015
THE EQUALIZER	LLOYD INDUSTRIES, LLC	86428528	20-OCT-2014	4911994	08-MAR-2016
LLOYD PANS	LLOYD INDUSTRIES, LLC	86353662	31-JUL-2014	4711537	31-MAR-2015
LLOYD PANS	LLOYD INDUSTRIES, LLC	86353677	31-JUL-2014	4707834	24-MAR-2015
LLOYD PANS	LLOYD INDUSTRIES, LLC	86353695	31-JUL-2014	4793230	18-AUG-2015
LLOYD PANS	LLOYD INDUSTRIES, LLC	86353705	31-JUL-2014	4711540	31-MAR-2015
	LLOYD INDUSTRIES, LLC	86353781	31-JUL-2014	4711546	31-MAR-2015
	LLOYD INDUSTRIES, LLC	86353798	31-JUL-2014	4793231	18-AUG-2015
	LLOYD INDUSTRIES, LLC	86353818	31-JUL-2014	4711551	31-MAR-2015
	LLOYD INDUSTRIES, LLC	86353754	31-JUL-2014	4711541	31-MAR-2015

Image	Owner Name	Application Number	Application Date	Registration Number	Registration Date
	LLOYD INDUSTRIES, LLC	77944692	25-FEB-2010	3856580	05-OCT-2010
	LLOYD INDUSTRIES, LLC	77944728	25-FEB-2010	3859923	12-OCT-2010

Versa-Gard, LLC:

Title/Description	USPTO Registration or Application No.
VG	3867289
VersaGard	2755834
Europa	4075608
Captur	3879134
Gardian	3698801
EXO G2	6026944
Slimline	4073847
Vanilla	5957137