

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM753544

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Golden Country Oriental Food L.L.C.		08/29/2022	Limited Liability Company: ILLINOIS
Golden Ocean Seafood LLC		08/29/2022	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Maranon Capital, L.P., as Administrative Agent		
Street Address:	303 West Madison St., Suite 2500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5781090	TASTY JOY	
Registration Number:	2458925		
Registration Number:	2320294		
Registration Number:	2232332	TASTY JOY	
Registration Number:	2019673	THREE HORSES	
Registration Number:	1933062		
Registration Number:	1932916		
Registration Number:	1336971		
Registration Number:	1302897	TASTY JOY	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	3128637267		
Email:	jaclyn.digrande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		

OP \$240.00 5781090

Address Line 2: 55 E Monroe St., Ste 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 7793.054

NAME OF SUBMITTER: Jaclyn Di Grande

SIGNATURE: /jaclyn di grande/

DATE SIGNED: 09/06/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 29, 2022, (this "Agreement") is made by GOLDEN COUNTRY ORIENTAL FOOD L.L.C., an Illinois limited liability company ("GCOF") and GOLDEN OCEAN SEAFOOD LLC, an Illinois limited liability company ("GOSI"; and together with GCOF, collectively, the "Grantors", and each individually a "Grantor"), in favor of Maranon Capital, L.P., as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 29, 2022, by and among GCOF, HKW GC Acquisition, LLC, an Indiana limited liability company ("Initial Borrower"), the other Loan Parties (as defined therein) from time to time party thereto, the Lenders (as defined therein) from time to time party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Secured Parties (as defined in the Credit Agreement) have severally agreed to make extensions of credit to the Initial Borrower and the Borrowers (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors have agreed, pursuant to a certain Security Agreement dated as of August 29, 2022 in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") to pledge and grant to the Administrative Agent for the benefit of the Secured Parties (as defined in the Credit Agreement) a continuing security interest in all of the Grantors' Intellectual Property (as defined in the Security Agreement), including, without limitation, the Trademark Collateral (as defined below) but, for the avoidance of doubt, excluding any Excluded Property (as defined in the Security Agreement), and the Security Agreement requires that the Grantors execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders (as defined in the Credit Agreement) and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders (as defined in the Credit Agreement) to make their respective extensions of credit to the Initial Borrower and the Borrowers (as defined in the Credit Agreement) thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or Security Agreement, as applicable.

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 mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 (other than any Excluded Property) of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; 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. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall maintain full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Authorization to Supplement. If Grantor shall obtain rights to any new Trademarks that are not Excluded Property, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to the Administrative Agent with respect to any such new Trademarks or renewal or extension of any Trademark registration that is not Excluded Property. Notwithstanding the foregoing, no failure to modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1.

Section 6. Counterparts. This 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 Transmission 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 Transmission 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 Transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 7. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

**GOLDEN COUNTRY ORIENTAL FOOD
L.L.C., as Grantor**

By: 

Name: John M. Carsello

Title: President and Secretary

**GOLDEN OCEAN SEAFOOD LLC, as
Grantor**

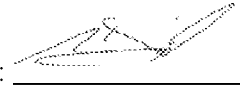
By: 

Name: John M. Carsello

Title: President and Secretary

ACKNOWLEDGED AND AGREED
as of the date first above written:

MARANON CAPITAL, L.P., as
Administrative Agent

By: 






Name: Greg Daniele

Title: Managing Director

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
TASTY JOY	88195796	Registered	5781090	6/18/19	GCOF
[DESIGN ONLY] 	75462518	Registered	2458925	6/12/01	GCOF
[DESIGN ONLY] 	75462523	Registered	2320294	2/22/00	GCOF
TASTY JOY	75462517	Registered	2232332	3/16/99	GCOF
THREE HORSES	74577279	Registered	2019673	11/26/96	GCOF
[DESIGN ONLY] 	74593478	Registered	1933062	11/7/95	GCOF
[DESIGN ONLY] 	74577278	Registered	1932916	11/7/95	GCOF
[DESIGN ONLY] 	73441476	Registered	1336971	5/21/85	GCOF
TASTY JOY	73435544	Registered	1302897	10/30/84	GCOF

2. TRADEMARK APPLICATIONS

None.