

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM771089

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WHITE TOQUE LLC		12/01/2022	Limited Liability Company: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK HAPOALIM B.M.		
<b>Street Address:</b>	1120 Avenue of the Americas		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Bank: ISRAEL		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4374790	ELIXIR FROZEN FRUITS	
<b>Registration Number:</b>	4291200	LA TOCA BLANCA	
<b>Registration Number:</b>	4291179	A NEW WORLD OF FROZEN & SPECIALITY FOOD	
<b>Registration Number:</b>	3820013	FRENCH GARDEN	
<b>Registration Number:</b>	2286977	WHITE TOQUE	
<b>Registration Number:</b>	6634568	CUISINERY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Phone:</b>	973-705-7422		
<b>Email:</b>	cwilkes@murphyllp.com		
<b>Correspondent Name:</b>	Murphy Schiller & Wilkes LLP		
<b>Address Line 1:</b>	24 COMMERCE STREET, 12TH FLOOR		
<b>Address Line 2:</b>	Charles J. Wilkes, ESQ.		
<b>Address Line 4:</b>	NEWARK, NEW JERSEY 07102		
<b>NAME OF SUBMITTER:</b>	Charles J. Wilkes		
<b>SIGNATURE:</b>	/Charles J. Wilkes/		
<b>DATE SIGNED:</b>	12/01/2022		

OP \$165.00 4374790

**Total Attachments: 7**

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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)                       Association  
 Partnership                         Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other Limited Liability Company

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) December 1, 2022

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

### 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: United States of America Zip: 10036

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other Bank Citizenship Israel

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) \_\_\_\_\_

See attached.

Additional sheet(s) attached?  Yes  No

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

See attached.

### 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:

6

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

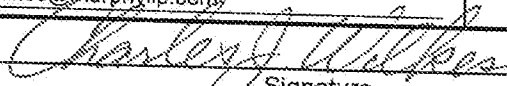
- Authorized to be charged to deposit account  
 Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:



Signature

November 30, 2022

Date

Charles J. Wilkes

Name of Person Signing

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

6

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

SCHEDULE I

Intellectual Property Type	Description	USPTO Registration Number	Date of Registration
Trademark	ELIXIR FROZEN FRUITS	4,374,790	7/30/13
Trademark	LA TOCA BLANCA	4,291,200	2/19/13
Trademark	A NEW WORLD OF FROZEN & SPECIALTY FOOD	4,291,179	2/19/13
Trademark	FRENCH GARDEN	3,820,013	7/20/10
Trademark	WHITE TOQUE	2,286,977	10/19/99
Trademark	CUISINERY	6,634,568	2/1/22

Schedule I

**AMENDED AND RESTATED  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 1, 2022 (as further amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by WHITE TOQUE LLC (the "Grantor") in favor of BANK HAPOALIM B.M. (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 Amended and Restated Collateral Agreement dated as of the date hereof, made by the Grantor, Primizie Foods, LLC, Primizie New York, LLC, Primizie Florida LLC, SEC Cold Storage, LLC, SEC, LLC, SEC 1996 LLC, SEC 8622 LLC, SEC 1910 LLC, White Toque Inc., WTHD LLC, and WTHD Florida LLC in favor of the Secured Party (as further amended, supplemented or otherwise modified from time to time, 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 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.

Section 3. Execution in Counterparts. This Agreement 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 shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

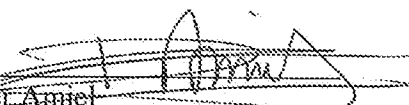
Section 5. Amendment and Restatement of Intellectual Property Security Agreement. This Intellectual Property Security Agreement amends and restates in its entirety the terms and provisions of that certain Intellectual Property Security Agreement, dated as of December 11, 2019, made by Grantor in favor of the Secured Party (as amended and/or supplemented from time to time, the "Original Intellectual Property Security Agreement"), and accordingly, the Original Intellectual Property Security Agreement shall be deemed to be replaced and superseded by this Intellectual Property Security Agreement. This Intellectual Property Security Agreement, however, is intended to be a modification of the Grantor's obligations under the Original Intellectual Property Security Agreement and not an extinguishment or novation thereof.

[Signature Page Follows]

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

**GRANTOR:**

**WHITE TOQUE LLC,**  
a New Jersey limited liability company

By:   
~~Didier Amiel~~  
Chairman

**SECURED PARTY:**

**BANK HAPOALIM B.M.,**  
as Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**GRANTOR:**

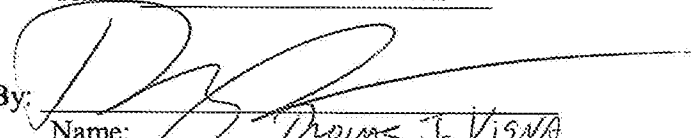
**WHITE TOQUE LLC,**  
a New Jersey limited liability company

By: \_\_\_\_\_  
Didier Amiel  
Chairman

**SECURED PARTY:**

**BANK HAPOALIM B.M.,**  
as Lender

By:  \_\_\_\_\_  
Name: **Michael Gorman**  
Title: **First Vice President**

By:  \_\_\_\_\_  
Name: **Thomas J. Vigna**  
Title: **SVP**



SCHEDULE I

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