

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM771268

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FRANKLIN FINANCIAL MANAGEMENT, LLC		11/18/2022	Limited Liability Company: CALIFORNIA
WHITEHORSE CAPITAL MANAGEMENT, LLC		11/21/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	FOODSERVICES BRAND GROUP, LLC (f/k/a COHG ACQUISITION, LLC)
Street Address:	60 EAST 42ND STREET
Internal Address:	SUITE 2220
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10165
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2598986	SUP-R-SERV
Registration Number:	2598987	VAL-U-AIR
Registration Number:	2599371	SS SUPER STEEL
Registration Number:	2618755	SUP-R-AIR
Registration Number:	3600707	UPDATE INTERNATIONAL
Registration Number:	3600708	UPDATE INTERNATIONAL

CORRESPONDENCE DATA

Fax Number: 9374436635

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: 937-443-6600

Email: ipdocket@thompsonhine.com

Correspondent Name: THOMPSON HINE LLP

Address Line 1: 10050 INNOVATION DRIVE

Address Line 2: SUITE 400

Address Line 4: DAYTON, OHIO 45342-4934

OP \$165.00 2598986

ATTORNEY DOCKET NUMBER:	096354-00042 / AMG
NAME OF SUBMITTER:	Ann M. Girardot
SIGNATURE:	/Ann M. Girardot/
DATE SIGNED:	12/01/2022

Total Attachments: 8

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source=096354-00042 PO-T_TRADEMARK_ASSIGNMENT_FranklinFinancial-Foodservices_#page2.tif
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source=096354-00042 PO-T_TRADEMARK_ASSIGNMENT_FranklinFinancial-Foodservices_#page4.tif
source=096354-00042 PO-T_TRADEMARK_ASSIGNMENT_FranklinFinancial-Foodservices_#page5.tif
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ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights (this "Assignment"), effective as of November 22, 2022 (the "Effective Date"), is by and between FRANKLIN FINANCIAL MANAGEMENT, LLC, a California limited liability company (the "Debtor"), and WHITE HORSE CAPITAL MANAGEMENT, LLC ("WH"), in its capacity as agent ("Agent") for the Lenders as defined in that certain Loan and Security Agreement, dated as of January 25, 2019 (as amended, modified or restated from time to time, the "Second Lien Loan Agreement") (hereinafter, the Agent and Debtor shall be collectively referred to as the "Assignors"), on the one hand, and FOODSERVICES BRAND GROUP, LLC (f/k/a COHG ACQUISITION, LLC), a Delaware limited liability company (the "Assignee"), on the other hand. Assignors and Assignee shall hereinafter be referred to collectively as the "Parties", and each individually as a "Party".

RECITALS:

A. Debtor, the Agent and other parties entered into the Second Lien Loan Agreement. Any and all documents and instruments made or given in connection with or to evidence or secure the Second Lien Loan Agreement are hereinafter collectively referred to as the "Second Lien Loan Documents";

B. Pursuant to the Second Lien Loan Agreement and other related Second Lien Loan Documents, WH holds second-priority perfected liens on all or substantially all of the personal property assets owned by the Designated Obligors (collectively, the "Collateral") to secure payment and satisfaction of WH's claims against Designated Obligors under the Second Lien Loan Documents;

C. Debtor is in continuing default of the Second Lien Loan Agreement and the other Second Lien Loan Documents;

D. Debtor acknowledges that as a result of various defaults under the Second Lien Loan Documents, WH is entitled to and may exercise its remedies under the Second Lien Loan Documents and applicable law, including exercise of remedies pursuant to Article 9 of the Uniform Commercial Code, as enacted in the applicable jurisdiction(s) (the "UCC"), and may convey (the "Sale") all of the Debtor's rights, titles, and interests, throughout the world, in and to certain of the Collateral (the "Surrendered Collateral");

E. Leading up to the Sale, the Debtor has been the owner of all rights, titles, and interests, throughout the world, in and to all of the trademarks, service marks, brands, certification marks, collective marks, trade names, business names, fictitious business names, designs, logos, taglines, slogans, trade dress, devices, symbols, and other indicia of source or origin, and all registrations, applications for registration, recordations, amendments, certificates of correction, extensions and renewals thereof or therefor, in each case as listed on Schedule A hereto (collectively, the "Trademark Assets"), and all of the goodwill associated with the use of, and symbolized by, any of the Trademark Assets, and all other rights, titles, and interests set forth hereinbelow;

F. The Trademark Assets, all of the goodwill associated with the use of, and symbolized by any of the Trademark Assets, and all other rights, titles, and interests set forth hereinbelow, constitute a portion of the Surrendered Collateral; and

G. In connection with the Sale, Assignors and Assignee have agreed to execute this Assignment, whereby, pursuant to the Sale and this Assignment, Assignee will acquire and will have acquired all of Assignors' respective rights, titles, and interests, throughout the world, that Assignors have or may have, or had or may have had, in and to all Trademark Assets, all of the goodwill associated with

the use of and symbolized by the Trademark Assets, and all other rights, titles, and interests set forth hereinbelow.

NOW, THEREFORE, in consideration of the mutual promises and covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignors hereby irrevocably assign, transfer, convey, deliver, and quitclaim to Assignee, and Assignee hereby accepts, all of Assignors' respective rights, titles, and interests, throughout the world, that Assignors have or may have, or had or may have had, in and to the following (collectively, the "Assigned Trademark Rights"): (a) all Trademark Assets, together with all of the goodwill associated with the use of, and symbolized by, any and all of the Trademark Assets; (b) all applications for registration which have been or may be filed in the United States, internationally or in any foreign country(ies), for or in connection with, or that otherwise claim or may claim priority to or the benefit of, any of the Trademark Assets, and all registrations issuing therefrom in the United States, internationally and in any foreign country(ies), and all recordations, amendments, certificates of correction, extensions and renewals thereof or therefor; (c) all rights to file, prosecute, receive and secure, exclusively and directly in the name of Assignee, each of the Trademark Assets, registrations, applications for registration, recordations, amendments, certificates of correction, extensions and renewals referenced in Sections 1(a) and 1(b) hereof, and to claim any benefits, priority rights or other rights to which any of the foregoing are or may be entitled, in each case under the trademark laws of the United States, the trademark laws of any foreign country(ies), the Paris Convention for the Protection of Industrial Property, the Madrid Protocol, or any other international agreement, treaty, law or convention, or the domestic rules, laws, statutes or regulations of any country(ies); and (d) all of Assignors' respective other rights, titles, interests, privileges and protections of any kind or nature whatsoever, that, in each case, have accrued, are accruing, or may accrue under any of the foregoing pursuant to any applicable law, rule, statute, regulation, convention or treaty, and that, in each case, existed, exists, or may come into existence, anywhere in the world.
2. Assignors hereby irrevocably assign, transfer, convey, deliver, and quitclaim to Assignee, and Assignee hereby accepts, all of Assignors' respective rights, titles, and interests, throughout the world, that Assignors have or may have, or had or may have had, to sue or to bring any action or to assert any claim, whether at law or in equity, against any person(s) or entity(ies) with regard to any of the Assigned Trademark Rights, including without limitation for past, present or future infringement, misappropriation, violation, or unauthorized use of any of the Assigned Trademark Rights, to obtain injunctive relief, and to recover or collect royalties, damages, and profits, including without limitation for such past, present or future infringement, misappropriation, violation, or unauthorized use of any of the Assigned Trademark Rights, in each case, anywhere in and throughout the world.
3. All Assigned Trademark Rights are to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as they would have been held and enjoyed by the respective Assignors had this Assignment not been made. Assignors agree that they will do, and will cause to be done, all acts serving to ensure that the Assigned Trademark Rights are held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as they would have been held and enjoyed by the respective Assignors had this Assignment not been made. Without limiting the generality of the foregoing, at the request of Assignee or its successors or assigns, Assignors shall: (a) execute and deliver, and cause to be executed and delivered, to Assignee all lawful documents (including, without limitation, any and all petitions, affidavits, declarations, oaths, assignments, affirmations of assignment, powers of attorney,

deeds, bills of sale, instruments of assumption, instruments of recordation, or other instruments, in form and in substance as requested by Assignee), and take all such other actions, as may be necessary or prudent to (i) effect, evidence, affirm, perfect, register, or record this Assignment, or the assignment to Assignee (or any of its successors or assigns) of any of the Assigned Trademark Rights, (ii) prosecute, maintain, administrate, or enforce any of the Assigned Trademark Rights, or (iii) effect the intent and purposes of this Assignment (including without limitation the implementation and recordation of the transactions as contemplated by this Assignment), in each case for the benefit of Assignee or any of its successors or assigns; (b) furnish to Assignee (and, as applicable, any of its successors or assigns) all facts relating to the Assigned Trademark Rights and all file histories therefor, and all documents, information, specimens, and other evidence establishing or otherwise pertaining to the use of any of the Assigned Trademark Rights; and (c) fully cooperate with and otherwise assist Assignee (and, as applicable, any of its successors or assigns) in any proceedings relating to any such Assigned Trademark Rights (including, without limitation, by providing any documents, testimony or other evidence in any such proceedings), whether before the United States Patent and Trademark Office, any foreign office, any governmental office or administrative agency, or any other legal entity or body whatsoever. Assignee, or its successors or assigns, shall bear all reasonable and necessary costs associated with the foregoing.

4. Debtor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys in fact, coupled with an interest, to act for and on its behalf and in its stead to execute and file any documents and to do all other lawfully permitted acts to effect, evidence, affirm, perfect, register, or record Assignee's rights under this Assignment, with the same legal force and effect as if executed by the Debtor, or any of its successors, legal representatives or assigns. To that end, the Debtor hereby grants Assignee and its duly authorized representatives the power to insert on this Assignment any further identification which may be necessary or prudent in order to comply with the rules of the United States Patent and Trademark Office, any foreign office, any governmental office or administrative agency, or any other legal entity or body whatsoever, for recordation and enforcement of this Assignment.
5. Assignors hereby authorize and request the United States Commissioner for Trademarks, and all similarly situated foreign officials, to issue any and all registration(s) resulting from any and all application(s) for registration (of, for, or otherwise pertaining to, any of the Assigned Trademark Rights) to Assignee, pursuant to the terms of this Assignment.
6. Assignors hereby covenant, represent, and warrant that they have the full right and authority to assign, transfer, convey, deliver, and quitclaim to Assignee all rights titles, and interests, throughout the world, that the respective Assignors have or may have, or had, or may have had, in and to the Assigned Trademark Rights, and that Assignors have not executed, and will not execute, any agreement(s) in conflict herewith. To the extent any of the Assigned Trademark Rights may have been sold, assigned, transferred, conveyed, delivered, or quitclaimed to Assignee via another instrument, including without limitation any and all documents and instruments evidencing the Sale, this Assignment shall operate as an affirmation of such sale, assignment, transfer, conveyance, delivery, or quitclaim of all rights, titles, and/or interests, throughout the world, that the respective Assignors have or may have, or had or may have had, in and to the Assigned Trademark Rights to Assignee.
7. This Assignment, and the rights, titles, interests, duties and obligations hereunder, are freely assignable by Assignee in whole or in part. The duties and obligations of Assignors under this Assignment may not be assigned, delegated or transferred without the prior written consent of Assignee. This Assignment shall inure to the benefit of Assignee and its successors, assigns and

other legal representatives, and shall be binding upon Assignors and their respective successors, assigns and other legal representatives.

8. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The execution and delivery of counterparts of this Assignment, whether by facsimile or by scanned and emailed signatures or by original manual signature, and regardless of the variation in pagination or appearance, shall be binding upon the Parties executing this Assignment.

IN WITNESS WHEREOF, the Parties have caused this Assignment of Trademark Rights to be executed by and through their respective duly authorized representatives as of the Effective Date.

[remainder of page blank - signature and notary pages to follow]

ASSIGNORS:

Debtor

FRANKLIN FINANCIAL MANAGEMENT, LLC

By: [Signature]
Name: BRYAN O'KONKE
Its: CEO

Witness

Signature: [Signature]
Print Name: Collette M. Swiatkowski
Date: 11-18-22

Acknowledgement and Notary:

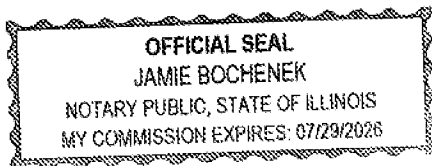
Country: USA)
State of Illinois)
County of Cook) ss:

On the 18th day of November, 2022, before me personally appeared Bryan O'Konke [signatory name], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the CEO [signatory title] of Assignor, the company described hereinabove, and acknowledged the instrument to be the free act and deed of Assignor.

On the 18th day of November, 2022, before me personally appeared Collette Swiatkowski [witness name], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her capacity as a witness for the above-referenced authorized signatory of the Assignor, and acknowledged the execution of the instrument to be the free act and deed of said signatory, made for and on behalf of the Assignor.

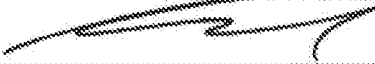
[Signature]
Notary Public

Notarial Seal



The Agent

WHITEHORSE CAPITAL MANAGEMENT, LLC

By: 
Name: Richard Siegel
Its: Authorized Signatory

Witness

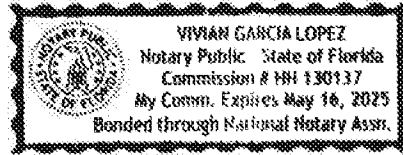
Signature: _____
Print Name: _____
Date: _____

Acknowledgement and Notary:

State of FLORIDA)
County of MIAMI-DADE) ss:

The foregoing instrument was acknowledged before me this 21st day of November, 2022, by Richard Siegel.

(Notarial Seal)




Vivian Garcia Lopez

Personally Known X OR Produced Identification _____
Type of Identification Produced _____

ASSIGNEE:

FOODSERVICES BRAND GROUP, LLC (f/k/a COHG ACQUISITION, LLC)

By: [Signature]
Name: Mayank Singh
Its: President

Witness
Signature: [Signature]
Print Name: Lauren Baker
Date: November 18, 2022

Acknowledgement and Notary:

Country: USA)
State of New York)
County of Queens) ss:

On the 18th day of November, 2022, before me personally appeared Mayank Singh [signatory name], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the President [signatory title] of Assignee, the company described hereinabove, and acknowledged the instrument to be the free act and deed of Assignee.

On the 18th day of November, 2022, before me personally appeared Lauren Baker [witness name], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her capacity as a witness for the above-referenced authorized signatory of the Assignee, and acknowledged the execution of the instrument to be the free act and deed of said signatory, made for and on behalf of the Assignee.

Notarial Seal

[Signature]
Notary Public
MAYRA ROQUE
Notary Public, State of New York
No. 01RO6217248
Qualified in Queens County
Commission Expires February 8, 2026

SCHEDULE A

Trademarks

Trademark	Registration Number	Registration Date
SUP-R-SERV	2598986	7/23/2002
VAL-U-AIR	2598987	7/23/2002
SS SUPER STEEL	2599371	7/23/2002
SUP-R-AIR	2618755	9/10/2002
UPDATE INTERNATIONAL	3600707	4/7/2009
UPDATE INTERNATIONAL	3600708	4/7/2009