

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM773518

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
COLLEGE CHEFS, LLC		12/12/2022	Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KEYBANK NATIONAL ASSOCIATION		
<b>Street Address:</b>	127 PUBLIC SQUARE		
<b>City:</b>	CLEVELAND		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4959571	COLLEGE CHEFS	
<b>Registration Number:</b>	4228172	COLLEGE CHEFS	
<b>Registration Number:</b>	4267492	CREATIVE FOOD SOLUTIONS FOR SORORITIES/F	
<b>Registration Number:</b>	4271175	COLLEGE CHEFS CREATIVE FOOD SOLUTIONS FO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3032231111		
<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>	3032231100		
<b>Email:</b>	DNTrademarkDocket@bhfs.com		
<b>Correspondent Name:</b>	Sarah K. Dewar		
<b>Address Line 1:</b>	410 Seventeenth Street, Ste 2200		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	006433.0392		
<b>NAME OF SUBMITTER:</b>	Sarah K. Dewar		
<b>SIGNATURE:</b>	/Sarah K. Dewar/		
<b>DATE SIGNED:</b>	12/12/2022		
<b>Total Attachments: 7</b>			
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**ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS AND TRADEMARKS**

This ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS AND TRADEMARKS (this “**Agreement**”), dated as of December 12, 2022, is made among UPPER CRUST FOOD SERVICE, LLC, a Missouri limited liability company (the “**Borrower**”), COLLEGE CHEFS, LLC, an Illinois limited liability company (“**College Chefs**”), UPPER CRUST CLEAN, LLC, a Missouri limited liability company (“**UC Clean**”), UPPER CRUST INTERMEDIATE, LLC, a Delaware limited liability company (“**Parent**”, and together with the Borrower, College Chefs and UC Clean, the “**Loan Parties**”), and KEYBANK NATIONAL ASSOCIATION, a national banking association (the “**Lender**”).

A. The Loan Parties, and Lender have entered into a Credit and Security Agreement, dated as of the date hereof (as at any time amended, restated, modified or supplemented, the “**Credit Agreement**”), pursuant to which the Lender has agreed to make certain loans or other extensions of credit or financial accommodations to the Borrower on the terms and subject to the conditions set forth therein.

B. Pursuant to the Credit Agreement, each of the Loan Parties, have granted to Lender a security interest in substantially all of the Loan Parties’ present and future assets, including the Collateral identified below. To secure the Obligations and to supplement Lender’s security interest in such intellectual property pursuant to the Credit Agreement, the Loan Parties are executing and delivering this Agreement.

Accordingly, the parties hereto agree as follows:

1. Definitions. All capitalized terms used in this Agreement (including in the preamble and recitals hereof) and not otherwise defined herein shall have the meanings given in the Credit Agreement.

2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations when due, each of the Loan Parties, hereby grants, assigns and conveys to the Lender a security interest in all of the Loan Parties’ rights, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Loan Parties now have or hereafter owns, acquires or develops an interest and wherever located, in each case other than Excluded Property (collectively, the “**Collateral**”):

(i) all United States federally registered or filed patents and patent applications, together with the goodwill of the business symbolized thereby, domestic or foreign, (including such patents and patent applications, as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all United States federally registered or filed trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, together with the goodwill of the business symbolized thereby, (including such

marks, names and applications as described in Schedule B), all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Loan Parties connected with the use of and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. The Loan Parties agree that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with the Credit Agreement.

3. Supplement to Credit Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Credit Agreement. The rights and remedies of the Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference.

4. Authorization to Supplement. If the Loan Parties shall obtain rights to any new trademarks, any new patentable inventions or becomes entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, in each case other than with respect to Excluded Property, the provisions of this Agreement shall automatically apply thereto. Without limiting the Loan Parties' obligations under this Section 4, each of the Loan Parties authorizes the Lender to modify this Agreement by amending Schedules A or B to include any new patent or trademark rights other than with respect to Excluded Property. No failure to so amend Schedules A or B shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule A or B.

5. Further Acts. On a continuing basis, the Loan Parties shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably requested by the Lender to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Loan Parties' compliance with this Agreement or to enable the Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with United States Patent and Trademark Office (the "PTO") and/or any applicable state office. The Lender may record this Agreement, an abstract thereof, or any other document describing the

Lender's interest in the Collateral with the PTO, including any modification hereof as provided above, at the expense of the Loan Parties.

6. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Loan Parties and the Lender and their respective successors and assigns and shall bind any Person who becomes bound as a grantor under this Agreement.

7. Applicable Law. This Agreement, and the transactions evidenced hereby, shall be governed by, and construed under, the internal laws of the State of Colorado, without regard to principles of conflicts of law, as the same may from time to time be in effect, including, without limitation, the UCC.

8. Entire Agreement; Amendment. This Agreement, together with the terms of the Credit Agreement, contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the parties as provided in the Credit Agreement.

9. Severability. The provisions of this Agreement are independent of, and separable from, each other, and no such provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other such provision may be invalid or unenforceable in whole or in part. If any provision of this Agreement is prohibited or unenforceable in any jurisdiction, such provision shall be ineffective in such jurisdiction only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent it is not prohibited or unenforceable nor render prohibited or unenforceable such provision in any other jurisdiction.

10. Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, and by the Lender, the Loan Parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement. A counterpart hereof executed and delivered by facsimile or PDF shall be effective as an original for all applicable purposes.

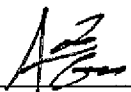
11. Conflict of Terms. Except as otherwise explicitly provided in this Agreement, if any provision contained in this Agreement is in conflict with or inconsistent with any provision in the Credit Agreement, the provision contained in the Credit Agreement shall govern and control, to the extent of such conflict or inconsistency.

**[SIGNATURE PAGE FOLLOWS]**

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

**BORROWER:**

**UPPER CRUST FOOD SERVICE, LLC**

By:   
Name: Adam Guy  
Title: Chief Executive Officer

**PARENT:**

**UPPER CRUST INTERMEDIATE, LLC**

By:   
Name: Adam Guy  
Title: Chief Executive Officer

**LOAN PARTIES:**

**COLLEGE CHEFS, LLC**


By:   
Name: Adam Guy  
Title: Chief Executive Officer

**UPPER CRUST CLEAN, LLC**

By:   
Name: Adam Guy  
Title: Chief Executive Officer

**LENDER:**

**KEYBANK NATIONAL ASSOCIATION**

By:   
Name: Steve Clear  
Title: Senior Vice President

**SCHEDULE A**

Issued U.S. Patents of the Loan Parties

NONE

Pending U.S. Patent Applications of the Loan Parties


NONE



## SCHEDULE B

### U.S. Trademarks of the Loan Parties

#### I. COLLEGE CHEFS, LLC, an Illinois limited liability company

Citation	Country	Status	Registrant	Application Number	Application Date	Registration Number	Registration Date
COLLEGE CHEFS	USPTO	Registered	COLLEGE CHEFS, LLC ILLINOIS LIMITED LIABILITY CO. 411 E PARK ST., SUITE 100 CHAMPAIGN, ILLINOIS, 61820	86742426	31-AUG-2015	4959571	17-MAY-2016
COLLEGE CHEFS	USPTO	Registered	COLLEGE CHEFS, LLC ILLINOIS LIMITED LIABILITY CO. 411 E PARK ST., SUITE 100 CHAMPAIGN, ILLINOIS, 61820	85599146	16-APR-2012	4228172	16-OCT-2012
CREATIVE FOOD SOLUTIONS FOR SORORITIES/FRATERNITIES	USPTO	Registered	COLLEGE CHEFS, LLC ILLINOIS LIMITED LIABILITY CO. 411 E PARK ST., SUITE 100 CHAMPAIGN, ILLINOIS, 61820	85599160	16-APR-2012	4267492	01-JAN-2013
	USPTO	Registered	COLLEGE CHEFS, LLC ILLINOIS LIMITED LIABILITY CO. 411 E PARK ST., SUITE 100 CHAMPAIGN, ILLINOIS, 61820	85599139	16-APR-2012	4271175	08-JAN-2013

#### Pending U.S. Trademark Applications of the Loan Parties

NONE