

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM774587

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
RESUBMIT DOCUMENT ID:	900724323

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COMMERCIAL FOODSERVICE REPAIR, INC.		10/07/2022	Corporation: SOUTH CAROLINA
COMMERCIAL KITCHENS, INC.		10/07/2022	Corporation: CONNECTICUT
1ST SOURCE RESTAURANT SERVICES, INC.		10/07/2022	Corporation: TEXAS
ALLIED SERVICE GROUP LLC		10/07/2022	Limited Liability Company: TENNESSEE

RECEIVING PARTY DATA

Name:	CIBC BANK USA, as Administrative Agent
Street Address:	120 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5283687	TECH24 A COMMERCIAL FOODSERVICE REPAIRCO
Registration Number:	4163211	TECH 24
Registration Number:	4166561	TECH-24
Registration Number:	3254956	SERVICE SOLUTIONS GROUP
Registration Number:	6100424	ESI
Registration Number:	1473521	ESI
Registration Number:	5328609	CK COMMERCIAL KITCHENS
Registration Number:	5328611	CK COMMERCIAL KITCHENS
Registration Number:	4532649	ALLIED SERVICE GROUP
Registration Number:	4402740	ARCSTX

CORRESPONDENCE DATA**Fax Number:** 3126095005*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:** 312-609-7798**Email:** ablekhman@vedderprice.com**Correspondent Name:** Aida Blekhman**Address Line 1:** Vedder Price P.C.**Address Line 2:** 222 North LaSalle Street, Suite 2500**Address Line 4:** Chicago, ILLINOIS 60601**ATTORNEY DOCKET NUMBER:** 40180.00.0140**NAME OF SUBMITTER:** Aida Blekhman**SIGNATURE:** /Aida Blekhman/**DATE SIGNED:** 12/15/2022**Total Attachments: 5**

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SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 7th day of October, 2022 by COMMERCIAL FOODSERVICE REPAIR, INC., a South Carolina corporation ("CFR"), COMMERCIAL KITCHENS, INC., a Connecticut corporation ("CKI"), 1ST SOURCE RESTAURANT SERVICES, INC., a Texas corporation ("1st Source") and ALLIED SERVICE GROUP LLC, a Tennessee limited liability company ("Allied"; and collectively with CFR, CKI, 1st Source and each other person that from time to time is made a Grantor hereunder, each individually a "Grantor" and collectively the "Grantors"), in favor of CIBC BANK USA, as the Administrative Agent for all the Lenders party to the Credit Agreement (as hereinafter defined) ("Administrative Agent"):

W I T N E S S E T H:

WHEREAS, Grantors and their affiliates have entered into a certain Amended and Restated Credit Agreement dated as of October 7, 2022 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions ("Lenders") and Administrative Agent, providing for the extensions of credit to be made to the Grantors and their affiliates by Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement, each Grantor has granted to Administrative Agent, for the benefit of Administrative Agent and the Lenders, a continuing security interest in substantially all of the assets of such Grantor, whether now or hereafter owned, existing, acquired or arising, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, patent applications, trademarks, trademark applications and trade names, and all products and proceeds thereof, to secure the payment of all amounts owing by each Grantor and its affiliates under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Administrative Agent, a continuing security interest in each Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and trademark application owned by such Grantor, including, without limitation, each trademark recorded by, and trademark application filed with, the U.S. Patent and Trademark Office referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; provided, that

notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any “intent to use” trademark application for which a statement of use or declaration of use has not been filed and accepted with the U.S. Patent and Trademark Office; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any such trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto.

3. Amendment and Restatement. This Agreement amends and restates in its entirety that certain Amended and Restated Trademark Security Agreement dated as of December 3, 2021 by certain of the Grantors in favor of Administrative Agent (the “Original Security Agreement”). If there is any conflict or discrepancy between the provisions of the Original Security Agreement and this Agreement, the terms and provisions of this Agreement shall prevail. This Agreement shall constitute an amendment, restatement and/or reaffirmation, but not an extinguishment or termination, of the pledge and grant of a security interest in the Collateral by, and the covenants and obligations of, Grantors under the Original Security Agreement.

(Signature Page Follows)

(Signature Page to Second Amended and Restated Trademark Security Agreement)

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


GRANTORS:

**COMMERCIAL FOODSERVICE
REPAIR, INC.,** a South Carolina
corporation

By: 

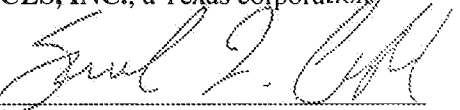
Samuel L. Campbell
Chief Financial Officer

COMMERCIAL KITCHENS, INC., a
Connecticut corporation

By: 

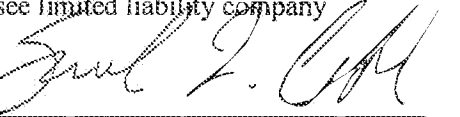
Samuel L. Campbell
Chief Financial Officer

**1ST SOURCE RESTAURANT
SERVICES, INC.,** a Texas corporation

By: 

Samuel L. Campbell
Chief Financial Officer

ALLIED SERVICE GROUP LLC, a
Tennessee limited liability company

By: 

Samuel L. Campbell
Chief Financial Officer

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademarks

Grantor	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Commercial Foodservice Repair, Inc.	87074995	5283687	June 17, 2016	September 12, 2017
Commercial Foodservice Repair, Inc.	85255783	4163211	March 2, 2011	June 26, 2012
Commercial Foodservice Repair, Inc.	85268320	4166561	March 16, 2011	July 3, 2012
Commercial Foodservice Repair, Inc.	78712447	3254956	September 14, 2005	June 26, 2007
Commercial Foodservice Repair, Inc.	88729963	6100424	December 17, 2019	July 14, 2020
Commercial Foodservice Repair, Inc.	73627980	1473521	October 31, 1986	January 19, 1988
Commercial Kitchens, Inc.	87394327	5328609	March 31, 2017	November 7, 2017
Commercial Kitchens, Inc.	87394379	5328611	March 31, 2017	November 7, 2017
Allied Service Group, LLC	86047364	4532649	August 25, 2013	May 20, 2014
1st Source Restaurant Services, Inc.	85773680	4402740	November 7, 2012	September 17, 2013

Canadian Trademarks

Grantor	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Commercial Foodservice Repair, Inc.	1844516	TMA1021745	June 27, 2017	May 15, 2019
Commercial Foodservice Repair, Inc.	1844517	TMA1021747	June 27, 2017	May 15, 2019
Commercial Foodservice Repair, Inc.	1844518	TMA1021744	June 27, 2017	May 15, 2019
Commercial Foodservice Repair, Inc.	1844519	TMA1021741	June 27, 2017	May 15, 2019

Copyrights

Grantor	Copyright Title	Copyright Registration Number	Registration Date
Commercial Foodservice Repair, Inc.	Equipment maintenance program.	TXu000099976	May 28, 1982