

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM774213

<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>
Kehe Distributors, LLC		12/14/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	IL1-1145/54/63, P.O. Box 6026		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60680-6026		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6495259	DIVERSETRADE	
<b>Registration Number:</b>	6578749	DIVERSE TRADE	
<b>Registration Number:</b>	5968031	GOODNESS EXPRESS	
<b>Registration Number:</b>	6512029	KEHE ENTERPRISES	
<b>Registration Number:</b>	6512030	KEHE ENTERPRISES	
<b>Registration Number:</b>	6351669	MADE · WITH	
<b>Registration Number:</b>	6579079	ON TREND	
<b>Serial Number:</b>	97021167	CARETRADE	
<b>Serial Number:</b>	97601979	EMPOWERING NEIGHBORHOOD GROCERS SINCE 19	
<b>Serial Number:</b>	97601981	EMPOWERING NEIGHBORHOOD GROCERS SINCE 20	
<b>Serial Number:</b>	97356634	KEHE CONNECT	
<b>Serial Number:</b>	97371646	KEHE CONNECT	
<b>Serial Number:</b>	97445956	KEHE CONNECT DIRECT	
<b>Serial Number:</b>	97596953	KEHE CONNECT ENTERPRISE	
<b>Serial Number:</b>	97560016	KEHE CONNECT RETAILER	
<b>Serial Number:</b>	97445950	KEHE CONNECT SUPPLIER	
<b>Serial Number:</b>	97513076	KEHE ELEVATE	
<b>Serial Number:</b>	97290938	MADE · WITH	
<b>Serial Number:</b>	97265342	WHERE KEHE GOES, GOODNESS FOLLOWS.	
<b>TRADEMARK</b>			

CH \$490.00 6495259

**CORRESPONDENCE DATA****Fax Number:**

*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:** 3129932652**Email:** heather.poitras@lw.com**Correspondent Name:** Heather Poitras**Address Line 1:** c/o Latham & Watkins 330 N Wabash Avenue**Address Line 2:** Suite 2800**Address Line 4:** Chicago, ILLINOIS 60611

<b>ATTORNEY DOCKET NUMBER:</b>	035909-0037
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<b>NAME OF SUBMITTER:</b>	Heather Poitras
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<b>SIGNATURE:</b>	/hp/
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<b>DATE SIGNED:</b>	12/14/2022
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**Total Attachments: 5**

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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This **SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT**, dated as of December 14, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by Kehe Distributors, LLC (the “**Grantor**”) in favor of JPMorgan Chase Bank, N.A., as administrative agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Administrative Agent**”).

**WHEREAS**, the Grantor is a party to a Second Amended and Restated U.S. Pledge and Security Agreement dated as of December 14, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”) between the Grantor and the other grantors party thereto and the Administrative Agent pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

**SECTION 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** The Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect

thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **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 for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

### **SECTION 4. Governing Law**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

### **SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

**KEHE DISTRIBUTORS, LLC**

By: 

Name: Justin Mallet

Title: Secretary

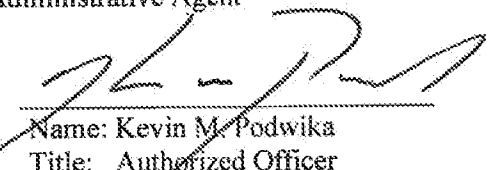
[Signature Page to Supplemental Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007921 FRAME: 0202**

Accepted and Agreed:

**JPMORGAN CHASE BANK, N.A.,**  
as Administrative Agent

By: \_\_\_\_\_

  
Name: Kevin M. Podwika  
Title: Authorized Officer

[Signature Page to Supplemental Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007921 FRAME: 0203**

**SCHEDULE A**  
**to**  
**SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**TRADEMARKS**

<b>Name of Grantor</b>	<b>Trademark</b>	<b>Registration Date</b>	<b>Registration Number</b>
Kehe Distributors, LLC	DIVERSETRADE	9/21/2021	6495259
Kehe Distributors, LLC	DIVERSE TRADE	12/7/2021	6578749
Kehe Distributors, LLC	GOODNESS EXPRESS	1/21/2020	5968031
Kehe Distributors, LLC	KEHE ENTERPRISES	10/5/2021	6512029
Kehe Distributors, LLC	KEHE ENTERPRISES	10/5/2021	6512030
Kehe Distributors, LLC	MADE · WITH	5/18/2021	6351669
Kehe Distributors, LLC	ON TREND	12/7/2021	6579079

**TRADEMARK APPLICATIONS**

<b>Name of Grantor</b>	<b>Trademark Application</b>	<b>Application Filing Date</b>	<b>Application Serial Number</b>
Kehe Distributors, LLC	CARETRADE	9/10/2021	97021167
Kehe Distributors, LLC	EMPOWERING NEIGHBORHOOD GROCERS SINCE 1910	9/22/2022	97601979
Kehe Distributors, LLC	EMPOWERING NEIGHBORHOOD GROCERS SINCE 2010	9/22/2022	97601981
Kehe Distributors, LLC	KEHE CONNECT	4/11/2022	97356634
Kehe Distributors, LLC	KEHE CONNECT	4/20/2022	97371646
Kehe Distributors, LLC	KEHE CONNECT DIRECT	6/7/2022	97445956
Kehe Distributors, LLC	KEHE CONNECT ENTERPRISE	9/19/2022	97596953
Kehe Distributors, LLC	KEHE CONNECT RETAILER	8/23/2022	97560016
Kehe Distributors, LLC	KEHE CONNECT SUPPLIER	6/7/2022	97445950
Kehe Distributors, LLC	KEHE ELEVATE	7/21/2022	97513076
Kehe Distributors, LLC	MADE .WITH	3/2/2022	97290938
Kehe Distributors, LLC	WHERE KEHE GOES, GOODNESS FOLLOWS.	2/14/2022	97265342