

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM776056

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lombardi Brothers Meats LLC		11/01/2022	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce		
Street Address:	595 Bay Street		
Internal Address:	7th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5G 2C2		
Entity Type:	BANK: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3552960	MILE HIGH AGED LOMBARDI BROTHERS MEATS	
Registration Number:	2665071	LOMBARDI BROTHERS MEATS	
CORRESPONDENCE DATA			
Fax Number:	3127017711		
<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>			
Phone:	13127017552		
Email:	ipdocket@mayerbrown.com		
Correspondent Name:	Caitlin L. Schlie		
Address Line 1:	71 S Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Caitlin L. Schlie		
SIGNATURE:	/Caitlin L. Schlie/		
DATE SIGNED:	12/22/2022		
Total Attachments: 4			
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, LOMBARDI BROTHERS MEATS LLC, a limited liability company existing under the laws of the State of Colorado (the “Grantor”), owns and uses in its business various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, SIERRA MEAT COMPANY, a domestic corporation duly organized under the laws of the State of Nevada (the “Borrower”), has entered into that certain credit agreement dated as of September 29, 2017, as amended by a first amending agreement dated as of September 14, 2018, as further amended by a second amending agreement dated as of May 15, 2020, as further amended by a third amending agreement dated as of December 10, 2020, as further amended by a fourth amending agreement dated as of November 15, 2021 (as may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with Canadian Imperial Bank of Commerce, as lender (the “Lender”);

WHEREAS, the Grantor has entered into that certain Guarantee Joinder dated as of November 15, 2021 in favor of the Lender, pursuant to which the Grantor has by way of accession to a Guarantee dated September 29, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee”) agreed to guarantee the prompt payment and performance when due of all obligations of the Borrowers under the Credit Agreement and the other Loan Documents and all other Liabilities (as defined in the Security Agreement referred to below); and

WHEREAS, pursuant to the terms of an Assignment and Security Agreement Joinder dated as of November 1 2022, the Grantor has by way of accession to a Assignment, Pledge and Security Agreement dated September 29, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) created in favor of the Lender a security interest in, and the Lender has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantor to the Lender pursuant to the Security Agreement, the Grantor hereby grants to the Lender a security interest in all of the Grantor’s right, title, and interest in and to the following, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located (the “Trademark Collateral”):

(i) all right, title, and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor (including the trademarks set forth on Schedule A annexed hereto) (collectively, the “Trademarks”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents, and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Lender is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark

Collateral. For purposes of this Grant of Trademark Security Interest, the term “proceeds” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

The Grantor does hereby acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature pages to follows – remainder of page is intentionally blank]

IN WITNESS WHEREOF, the Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of November 1, 2022.

LOMBARDI BROTHERS MEATS LLC

By:  _____
Name: Derek Senft
Title: Secretary and Treasurer

SCHEDULE A

1. **Registered Marks**

- a. US Trademark #3552960 (Lombardi Brothers Meats logo) registered December 30, 2008;
and
- b. US Trademark #2665071 (“LOMBARDI BROTHERS MEATS” standard character mark)
registered December 24, 2002

2. **Trade Names**

- a. Lombardi Brother’s Meats
- b. Lombard Bros. Meat

3. **Other Registered/Material IP**

Nil.