

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM783631

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
AllPoints Foodservice Parts and Supplies, LLC		01/31/2023	Limited Liability Company: DELAWARE
DIVERSIFIED FOODSERVICE SUPPLY, LLC		01/31/2023	Limited Liability Company: DELAWARE
FRANKLIN MACHINE PRODUCTS, LLC		01/31/2023	Limited Liability Company: NEW JERSEY
GASKETS ACQUISITION LLC		01/31/2023	Limited Liability Company: DELAWARE
KNG INC		01/31/2023	Corporation: IDAHO
RESTAURANT DISCOUNT WAREHOUSE, LLC		01/31/2023	Limited Liability Company: DELAWARE
TUNDRA RESTAURANT SUPPLY, LLC		01/31/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goldman Sachs Middle Market Lending Corp. II, as administrative agent		
<b>Street Address:</b>	200 Wall Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10282		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 38</b>			
Property Type	Number	Word Mark	
<b>Registration Number:</b>	6667767	ALLPOINTS OEM EQUIVALENTS	
<b>Registration Number:</b>	6070623	ALLPOINTS THE PLACE FOR REPLACEMENT PART	
<b>Registration Number:</b>	6180936	ALLPOINTS THE PLACE FOR REPLACEMENT PART	
<b>Registration Number:</b>	3582768	ALLPOINTS FOODSERVICE PARTS & SUPPLIES	
<b>Registration Number:</b>	3579439	ALLPOINTS	
<b>Registration Number:</b>	6209565	JET FORCE	
<b>Registration Number:</b>	6147837	AXIA	
<b>Registration Number:</b>	6148032	AXIA	
<b>Registration Number:</b>	5349409	CARBON CURE	
		<b>TRADEMARK</b>	

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Property Type	Number	Word Mark
Registration Number:	5814008	GENIUS BRAND
Registration Number:	5520583	OVEN ARMOR
Registration Number:	3441203	THE FRANKLIN FILTER
Registration Number:	3179117	BAFFLE BOSS
Registration Number:	2969594	FMP
Registration Number:	1849756	FMP
Registration Number:	6140355	GRAIN+OAK
Registration Number:	6045994	COOLER GASKETS
Registration Number:	5872390	CS CARVED SOLUTIONS
Registration Number:	5534291	CUTTINGBOARD.COM
Registration Number:	5219729	KELLBEE
Registration Number:	5153946	GASKET GUY
Registration Number:	3406952	KNG
Registration Number:	4371555	ACTIVE CHEF
Registration Number:	4371533	ACTIVE CHEF
Registration Number:	5021003	RESTAURANT DISCOUNT WAREHOUSE
Registration Number:	6357820	TUNDRAFMP
Registration Number:	6357821	TUNDRAFMP
Registration Number:	6342565	BRINGING MORE TO THE TABLE
Registration Number:	5124291	TUNDRA RESTAURANT SUPPLY
Registration Number:	5124292	TUNDRA RESTAURANT SUPPLY
Registration Number:	5114635	TUNDRACARE
Registration Number:	5114634	TUNDRACARE
Serial Number:	97497980	MAVRIK
Serial Number:	97263477	FRANKLIN
Serial Number:	97263491	FRANKLIN EST. 1918
Serial Number:	97764649	GLOBAL COMMERCIAL PARTS
Serial Number:	97764676	GASKETS UNLIMITED
Serial Number:	97187250	KEEP YOUR COOL!

**CORRESPONDENCE DATA**

**Fax Number:** 2129692900

*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:** 212-969-3000

**Email:** ypan@proskauer.com

**Correspondent Name:** Ke Yang Xia

**Address Line 1:** Proskauer Rose LLP

**Address Line 2:** Eleven Times Square

**Address Line 4:** New York, NEW YORK 10036-8299

<b>ATTORNEY DOCKET NUMBER:</b>	32868.160
<b>NAME OF SUBMITTER:</b>	Ke Yang Xia
<b>SIGNATURE:</b>	/Ke Yang Xia/
<b>DATE SIGNED:</b>	01/31/2023

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 31, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by each entity identified as a GRANTOR on the signature pages hereto (each, individually, a “**Grantor**” and, collectively, the “**Grantors**”), in favor of Goldman Sachs Middle Market Lending Corp. II, as administrative agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

**WHEREAS**, each Grantor is party to that certain Security Agreement, dated as of January 31, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among each Grantor and the other grantors party thereto, in favor of the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent (for the benefit of the Secured Parties) in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

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

### **SECTION 1. DEFINED TERMS**

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

### **SECTION 2. GRANT OF SECURITY INTEREST**

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all United States registered or applied for Trademarks, including those listed on Schedule A hereto,
- (ii) all renewals and extensions thereof,
- (iii) all goodwill of the business connected with the use thereof and symbolized thereby,
- (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, violation or other impairment thereof,
- (v) all Proceeds now or hereafter due or payable under or with respect to the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements, dilutions, violations or other impairments thereof, and

(vi) all rights corresponding thereto throughout the world;

*provided* that the Trademark Collateral shall not include any Excluded Assets.

## **SECTION 2.1 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 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

## **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each 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 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

## **SECTION 4. RECORDATION**

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

## **SECTION 5. TERMINATION**

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral granted hereunder shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Grantor, and at such Grantor’s sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

## **SECTION 6. GOVERNING LAW**

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

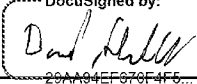
## **SECTION 7. COUNTERPARTS**

This Trademark Security 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; Signature Pages Follow]

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

**ALLPOINTS FOODSERVICE PARTS AND  
SUPPLIES, LLC  
DIVERSIFIED FOODSERVICE SUPPLY, LLC  
FRANKLIN MACHINE PRODUCTS, LLC  
GASKETS ACQUISITION LLC  
KNG INC  
RESTAURANT DISCOUNT WAREHOUSE,  
LLC  
TUNDRA RESTAURANT SUPPLY, LLC,**  
each, as a Grantor

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: David Shadduck  
Title: Chief Financial Officer

**ACCEPTED AND ACKNOWLEDGED BY:**

**GOLDMAN SACHS MIDDLE MARKET LENDING  
CORP. II, as Administrative Agent**

By:   
Name: Justin Betzen  
Title: Authorized Signatory

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

Mark	Jurisdiction	App. No./ Date	Reg. No. Date	Expiry Date	Owner of Record
ALLPOINTS OEM EQUIVALENTS	USA	90084085 30-JUL-2020	6667767 08-MAR-2022	8-Mar-2032	AllPoints Foodservice Parts and Supplies, LLC
ALLPOINTS THE PLACE FOR REPLACEMENT PARTS 	USA	88376543 08-APR-2019	6070623 02-JUN-2020	2-Jun-2030	AllPoints Foodservice Parts and Supplies, LLC
ALLPOINTS THE PLACE FOR REPLACEMENT PARTS	USA	88357586 26-MAR-2019	6180936 20-OCT-2020	20-Oct-2030	AllPoints Foodservice Parts and Supplies, LLC
ALLPOINTS FOODSERVICE PARTS & SUPPLIES 	USA	77503415 19-JUN-2008	3582768 03-MAR-2009	3-Mar-2029	AllPoints Foodservice Parts and Supplies, LLC
ALLPOINTS	USA	77503417 19-JUN-2008	3579439 24-FEB-2009	24-Feb-2029	AllPoints Foodservice Parts and Supplies, LLC
JET FORCE	USA	88871087 14-APR-2020	6209565 01-DEC-2020	1-Dec-2030	AllPoints Foodservice Parts and Supplies, LLC
AXIA	USA	87572858 17-AUG-2017	6147837 08-SEP-2020	8-Sep-2030	Diversified Foodservice Supply, LLC
AXIA	USA	87980182 17-AUG-2017	6148032 08-SEP-2020	8-Sep-2030	Diversified Foodservice Supply, LLC
CARBON CURE	USA	87415508 18-APR-2017	5349409 05-DEC-2017	5-Dec-2027	Franklin Machine Products, LLC
GENIUS BRAND	USA	87415526 18-APR-2017	5814008 23-JUL-2019	23-Jul-2029	Franklin Machine Products, LLC
OVEN ARMOR	USA	87415545 18-APR-2017	5520583 17-JUL-2018	17-Jul-2028	Franklin Machine Products, LLC



Mark	Jurisdiction	App. No./ Date	Reg. No. Date	Expiry Date	Owner of Record
THE FRANKLIN FILTER	USA	76655077 14-FEB-2006	3441203 03-JUN-2008	3-Jun-2028	Franklin Machine Products, LLC
BAFFLE BOSS	USA	76653474 18-JAN-2006	3179117 05-DEC-2006	5-Dec-2026	Franklin Machine Products, LLC
FMP 	USA	76594288 25-MAY-2004	2969594 19-JUL-2005	19-Jul-2025	Franklin Machine Products, LLC
FMP 	USA	74369651 19-MAR-1993	1849756 16-AUG-1994	16-Aug-2024	Franklin Machine Products, LLC
GRAIN+OAK	USA	88774536 27-JAN-2020	6140355 01-SEP-2020	1-Sep-2030	Gaskets Acquisition LLC
COOLER GASKETS 	USA	88577043 13-AUG-2019	6045994 05-MAY-2020	5-May-2030	Gaskets Acquisition LLC
CS CARVED SOLUTIONS 	USA	88338815 13-MAR-2019	5872390 01-OCT-2019	1-Oct-2029	Gaskets Acquisition LLC
CUTTINGBOARD.COM 	USA	87725510 18-DEC-2017	5534291 07-AUG-2018	7-Aug-2028	Gaskets Acquisition LLC
KELLBEE	USA	87022744 03-MAY-2016	5219729 06-JUN-2017	6-Jun-2027	Gaskets Acquisition LLC
GASKET GUY	USA	86871583 09-DEC-2015	5153946 07-MAR-2017	7-Mar-2027	Gaskets Acquisition LLC
KNG	USA	78788749 10-JAN-2006	3406952 01-APR-2008	1-Apr-2028	KNG Inc <sup>1</sup>

<sup>1</sup> KNG International Inc. is the owner of record with the United States Patent and Trademark Office.

Mark	Jurisdiction	App. No./ Date	Reg. No. Date	Expiry Date	Owner of Record
AC ACTIVE CHEF 	USA	85783729 20-NOV-2012	4371555 23-JUL-2013	23-Jul-2023	KNG Inc
ACTIVE CHEF	USA	85782654 19-NOV-2012	4371533 23-JUL-2013	23-Jul-2023	KNG Inc
RESTAURANT DISCOUNT WAREHOUSE 	USA	86837312 02-DEC-2015	5021003 16-AUG-2016	16-Feb-2023	Restaurant Discount Warehouse, LLC
TUNDRAFMP	USA	90075366 27-JUL-2020	6357820 18-MAY-2021	18-May-2031	Tundra Restaurant Supply, LLC
TUNDRAFMP 	USA	90075404 27-JUL-2020	6357821 18-MAY-2021	18-May-2031	Tundra Restaurant Supply, LLC
BRINGING MORE TO THE TABLE	USA	88618065 16-SEP-2019	6342565 04-MAY-2021	4-May-2031	Tundra Restaurant Supply, LLC
TUNDRA RESTAURANT SUPPLY	USA	87080366 22-JUN-2016	5124291 17-JAN-2017	17-Jan-2027	Tundra Restaurant Supply, LLC
TUNDRA RESTAURANT SUPPLY 	USA	87080386 22-JUN-2016	5124292 17-JAN-2017	17-Jan-2027	Tundra Restaurant Supply, LLC
TUNDRA CARE 	USA	87080407 22-JUN-2016	5114635 03-JAN-2017	3-Jan-2027	Tundra Restaurant Supply, LLC
TUNDRA CARE	USA	87080398 22-JUN-2016	5114634 03-JAN-2017	3-Jan-2027	Tundra Restaurant Supply, LLC

### TRADEMARK APPLICATIONS

Mark	Jurisdiction	App. No./ Date	Owner of Record
MAVRIK	USA	97497980 11-JUL-2022	Diversified Foodservice Supply, LLC

Mark	Jurisdiction	App. No./ Date	Owner of Record
FRANKLIN	USA	97263477 11-FEB-2022	Diversified Foodservice Supply, LLC
FRANKLIN EST. 1918 	USA	97263491 11-FEB-2022	Diversified Foodservice Supply, LLC
GLOBAL COMMERCIAL PARTS	USA	97764649 23-JAN-2023	Diversified Foodservice Supply, LLC
GASKETS UNLIMITED	USA	97764676 23-JAN-2023	Diversified Foodservice Supply, LLC
KEEP YOUR COOL!	USA	97187250 23-DEC-2021	Gaskets Acquisition LLC