

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM783200

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|---|---|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Kai Gourmet, LLC | | 01/30/2023 | Limited Liability Company: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Woodforest National Bank, as Agent | | |
| Street Address: | PO Box 7889 | | |
| City: | The Woodlands | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77387 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6654736 | WAGYU OF THE SEA | |
| Serial Number: | 90168256 | KAI GOURMET | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3125774565 | | |
| <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: | 312-577-8265 | | |
| Email: | kristin.brozovic@katten.com | | |
| Correspondent Name: | Kristin Brozovic c/o Katten | | |
| Address Line 1: | 525 W Monroe St | | |
| Address Line 4: | Chicago, ILLINOIS 60661 | | |
| ATTORNEY DOCKET NUMBER: | 389055-33 | | |
| NAME OF SUBMITTER: | Kristin Brozovic | | |
| SIGNATURE: | /Kristin Brozovic/ | | |
| DATE SIGNED: | 01/30/2023 | | |
| Total Attachments: 5 | | | |
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of January 30, 2023 (the “**Effective Date**”) by Kai Gourmet, LLC, a California limited liability company (“**Grantor**”) in favor of Woodforest National Bank, a national banking association, as administrative agent for the Lenders from time to time party to the Credit Agreement (in such capacity, the “**Agent**”).

RECITALS:

WHEREAS, reference is made to (i) that certain Guarantee and Security Agreement, dated as of January 30, 2023 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Security Agreement**”), among the Grantor, certain other grantors party thereto, and the Agent and (ii) that certain Credit Agreement, dated as of January 30, 2023 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), between the Loan Parties party thereto, the Lenders from time to time party thereto and the Agent; and

WHEREAS, under the terms of the Guarantee and Security Agreement, Grantor has (i) as collateral security for the Obligations, granted to the Agent for the ratable benefit of the Secured Parties a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the Collateral (as defined in the Guarantee and Security Agreement), including, without limitation, certain intellectual property of Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor and the Agent agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Security Agreement or the Credit Agreement. The rules of construction specified in Section 1.2 of the Credit Agreement apply to this Agreement.

Section 2. Grant of Security. As collateral security for the Obligations, Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the following (collectively, the “**Trademark Collateral**”):

(a) (1) all trademarks, trademark registrations, interests under trademark license agreements, trade names, trademark applications, service marks, business names, trade styles, trade secrets, designs, logos and other source or business identifiers which are used in the United States or any state, territory or possession thereof, or in any other place, nation or jurisdiction anywhere in the world, including the trademark registrations and applications listed on **Schedule 1**, (2) all income, royalties, damages and payments now and hereafter due and/or payable with respect to any such mark, including damages and payments for past, present or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, (4) rights corresponding thereto throughout the world, and (5) renewals and proceeds of any of the foregoing (collectively, the “**Trademarks**”); and

(b) all goodwill associated with or symbolized by the Trademarks.

Notwithstanding the foregoing, no security interest is granted in any "intent to use" Trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the registrability, validity or enforceability of such applications under applicable federal law; provided that, at such time any such "intent to use" Trademark application matures into an "actual use" Trademark application by Grantor's receipt of a written notification from the United States Patent and Trademark Office of its acceptance of either an "Amendment to Alleged Use" or "Statement of Use," such "intent to use" Trademark application shall immediately be included in the Trademark Collateral, and any security interest that would otherwise be granted herein shall attach immediately to such "actual use" Trademark application.

Section 3. Recordation. Grantor authorizes and requests that the United States Patent and Trademark Office and any other applicable government office record this Agreement.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 5. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Texas (without reference to applicable rules of conflicts of laws), except to the extent the laws of any jurisdiction where Collateral is located require application of such laws with respect to such Collateral. Section 9.12 of the Credit Agreement is hereby incorporated herein by reference, *mutatis mutandis*, with the same force and effect as if fully set forth herein and the parties hereto agree to such terms.

Section 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Guarantee and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Guarantee and Security Agreement or the Credit Agreement, the provisions of the Guarantee and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

KAI GOURMET, LLC, a California limited liability company

By: _____

Name: Bruno Adoric

Title: Authorized Representative

WOODFOREST NATIONAL BANK, as Agent

By: *Rachel D. Wolfe*
Name: Rachel D. Wolfe
Title: Senior Vice President

SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT

| Mark | Application No. | Application Date | Registration No. | Registration Date | Status of Mark | Owner/ Applicant |
|------------------|-----------------|------------------|------------------|-------------------|--|---------------------|
| KAI GOURMET | 90168256 | 9/9/2020 | -- | -- | Su - non-final action - mailed 10/20/2022 | Kai Gourmet, LLC |
| WAGYU OF THE SEA | 90168267 | 9/9/2020 | 6654736 | 2/22/2022 | Registered | Kai Gourmet, LLC |