

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM786479

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Treasure Valley Food Holdings, LLC		12/12/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION, as administrative agent		
Street Address:	127 PUBLIC SQUARE		
City:	CLEVELAND		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	6438259	SMART VALLEY	
Registration Number:	6438258	SMART VALLEY	
Registration Number:	4978198	BON VIVANT KITCHENS	
Registration Number:	4855333	SP SMARTPRICE	
Registration Number:	4446066	LUNCH PALS	
Registration Number:	3711180	HAPPYDOG	
Serial Number:	97113158	HAMPSHIRE DELI	
Serial Number:	97113164	CAFÉ JACQUELINE	
Serial Number:	97113161	DOLCE TUSCANO	
CORRESPONDENCE DATA			
Fax Number:	3032231111		
<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:	3032231100		
Email:	DNTrademarkDocket@bhfs.com		
Correspondent Name:	Sarah K. Dewar		
Address Line 1:	410 Seventeenth Street, Ste 2200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	006433.0366		

OP \$240.00 6438259

NAME OF SUBMITTER:	Sarah K. Dewar
SIGNATURE:	/Sarah K. Dewar/
DATE SIGNED:	02/13/2023
Total Attachments: 7 source=Flagship - SmartPrice Acquisition - Trademark Security Agreement (EXECUTION VERSION)(24997224.1)#page1.tif source=Flagship - SmartPrice Acquisition - Trademark Security Agreement (EXECUTION VERSION)(24997224.1)#page2.tif source=Flagship - SmartPrice Acquisition - Trademark Security Agreement (EXECUTION VERSION)(24997224.1)#page3.tif source=Flagship - SmartPrice Acquisition - Trademark Security Agreement (EXECUTION VERSION)(24997224.1)#page4.tif source=Flagship - SmartPrice Acquisition - Trademark Security Agreement (EXECUTION VERSION)(24997224.1)#page5.tif source=Flagship - SmartPrice Acquisition - Trademark Security Agreement (EXECUTION VERSION)(24997224.1)#page6.tif source=Flagship - SmartPrice Acquisition - Trademark Security Agreement (EXECUTION VERSION)(24997224.1)#page7.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 12, 2022, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of KeyBank National Association ("KeyBank"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 22, 2021 (the "Initial Credit") as amended by the First Amendment to Credit Agreement dated as of September 2, 2021, as further amended by the Second Amendment to Credit Agreement dated as of November 17, 2021, and as further amended by the Third Amendment to Credit Agreement dated as of June 15, 2022, as the same may be further amended, restated, amended and restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrowers, Flagship Premium Food Group Holdings LLC, a Delaware limited liability company ("Holdings"), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and KeyBank, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers;

WHEREAS, in connection with the Initial Credit, each Grantor entered into the Trademark Security Agreement dated July 22, 2021, in favor of Agent, to guarantee the Obligations (the "First Trademark Security Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement by and among Treasure Valley Food Holdings, LLC ("Treasure Valley"), CCP Flagship Minority LLC, Smartprice Sales and Marketing, Inc. ("SmartPrice"), Andrew Topus, Scott Schwartz and Tela Atlantic Holdings, dated on or about the date hereof, Treasure Valley will acquire substantially all of the assets of SmartPrice, including the Trademarks listed on Schedule 1 hereto (the "SmartPrice IP");

WHEREAS, the Grantors wish to supplement the First Trademark Security Agreement with this Trademark Security Agreement thereby granting Agent a security interest in the SmartPrice IP; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers

to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

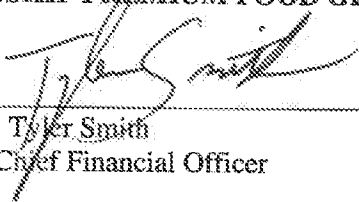
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

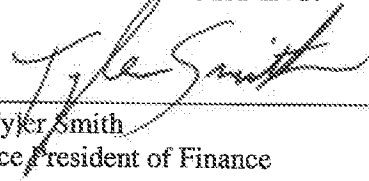
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

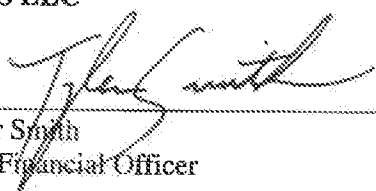
FLAGSHIP PREMIUM FOOD GROUP LLC

By: 
Name: Tyler Smith
Title: Chief Financial Officer

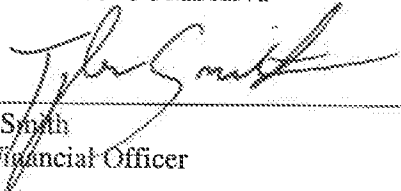
LA TORTILLA FACTORY INC.

By: 
Name: Tyler Smith
Title: Vice President of Finance

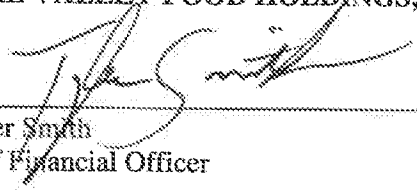
FLAGSHIP PREMIUM FOOD GROUP HOLDINGS LLC

By: 
Name: Tyler Smith
Title: Chief Financial Officer

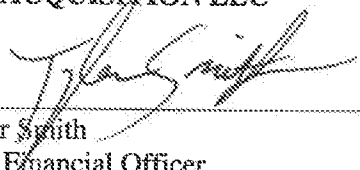
D B B MARKETING COMPANY

By: 
Name: Tyler Smith
Title: Chief Financial Officer

TREASURE VALLEY FOOD HOLDINGS, LLC

By: 
Name: Tyler Smith
Title: Chief Financial Officer

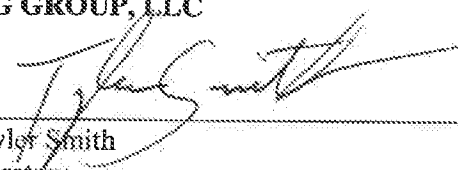
SATARIA ACQUISITION LLC

By: 
Name: Tyler Smith
Title: Chief Financial Officer

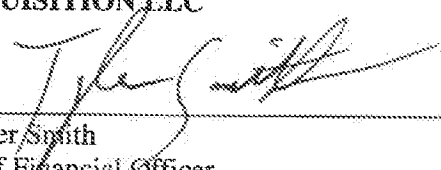
505 SOUTHWESTERN LLC

By: 
Name: Tyler Smith
Title: Chief Financial Officer

DEMING GROUP, LLC

By: 
Name: Tyler Smith
Title: Secretary

LTF ACQUISITION LLC

By: 
Name: Tyler Smith
Title: Chief Financial Officer

TORTILLA KING, LLC

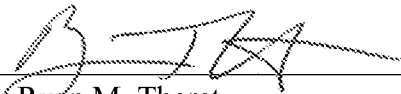
By: 
Name: Tyler Smith
Title: Vice President of Finance

YOUNG GUNS, LLC

By: 
Name: Tyler Smith
Title: Vice President of Finance

ACKNOWLEDGED AND AGREED
as of the date first above written:

KEYBANK NATIONAL ASSOCIATION
as Agent

By: 
Name: Ryan M. Theret
Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

I. TREASURE VALLEY FOOD HOLDINGS, LLC, a Delaware limited liability company

Mark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
SMART VALLEY (Design plus Words)	USA	90271658	October 22, 2020	6438259	August 3, 2021	Registered
SMART VALLEY	USA	90271634	October 22, 2020	6438259	August 3, 2021	Registered
BON VIVANT KITCHENS	USA	86873104	January 12, 2016	4978198	June 14, 2016	Registered
SP SMART PRICE (Design plus Words)	USA	86593285	August 10, 2015	4855333	November 17, 2015	Registered
LUNCH PALS	USA	85689978	June 30, 2012	4446066	December 10, 2013	Registered
HAPPY DOG	USA	77591294	October 13, 2008	3711180	November 17, 2009	Registered

2. TRADEMARK APPLICATIONS

I. TREASURE VALLEY FOOD HOLDINGS, LLC, a Delaware limited liability company

Mark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
HAMPSHIRE DELI (Design plus Words)	USA	97113158	November 8, 2021			Pending
CAFÉ JACQUELINE (Words, Letters in Stylized Form)	USA	97113164	November 8, 2021			Pending
DOLCE TUSCANO (Design plus Words)	USA	97113161	November 8, 2021			Pending

3. IP LICENSES

None.