

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM787218

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900747488		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
KAI GOURMET, LLC		01/30/2023	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NORTHCOAST MEZZANINE SBIC III, LP		
<b>Street Address:</b>	60 South Sixth Street		
<b>Internal Address:</b>	Suite 3550		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90168256	KAI GOURMET	
<b>Registration Number:</b>	6654736	WAGYU OF THE SEA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3177133699		
<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>			
<b>Phone:</b>	3177133412		
<b>Email:</b>	twagner@taftlaw.com		
<b>Correspondent Name:</b>	Tiffini Wagner		
<b>Address Line 1:</b>	One Indiana Square		
<b>Address Line 2:</b>	Suite 3500		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204		
<b>ATTORNEY DOCKET NUMBER:</b>	106109-00012		
<b>NAME OF SUBMITTER:</b>	Tiffini Wagner		
<b>SIGNATURE:</b>	/ Tiffini Wagner /		
<b>DATE SIGNED:</b>	02/15/2023		
<b>Total Attachments: 6</b>			

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This instrument and the rights and obligations evidenced hereby and any security interests or other liens securing such obligations are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (the “Subordination Agreement”) dated as of January 30, 2023, among NorthCoast Mezzanine SBIC III, LP, a Delaware limited partnership, as agent for the Subordinated Creditors (as defined in the Subordination Agreement), Lee Fish USA, LLC, a California limited liability company, Kai Gourmet, LLC, a California limited liability company (and any other party becoming a “Borrower” thereunder), as borrowers, Woodforest National Bank, as Senior Agent (as defined in the Subordination Agreement) and the other parties thereto (in such capacity, the “Senior Agent”; the Senior Lenders and Senior Agent, collectively, the “Senior Creditors”), to the indebtedness (including interest) owed by the Borrowers and Holdings to the Senior Creditors, and the security interests and liens securing such indebtedness, and to indebtedness refinancing such indebtedness as contemplated by the Subordination Agreement; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

*Execution Version*

## **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 NorthCoast Mezzanine SBIC III, LP, a Delaware limited partnership, as administrative agent for the Purchasers from time to time party to the Note Purchase 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 Note Purchase Agreement, dated as of January 30, 2023 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”), between the Note Parties party thereto, the Purchasers 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 Note Purchase Agreement. The rules of construction specified in Section 1.2 of the Note Purchase 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 Minnesota (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 Note Purchase 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 Note Purchase 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 Note Purchase 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 Note Purchase Agreement, the provisions of the Guarantee and Security Agreement or the Note Purchase Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be duly executed and delivered by their duly 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

[Signature Page to Trademark Security Agreement]

**NORTHCOAST MEZZANINE SBIC III, LP,**  
as Agent

By: NorthCoast Management III, LLC  
Its: General Partner

By:  \_\_\_\_\_  
Name: Stacy Harmsen  
Title: Founding Partner

[Signature Page to Trademark Security Agreement]

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