

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM810104

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vintage Foods LLC		05/12/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Collateral Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	5770765	BALKAN VALLEY	
Registration Number:	5645146	BOTANY	
Registration Number:	3391147	BROTHER	
Registration Number:	5770698	BULGARA	
Registration Number:	3060712	BULGARA-FETA	
Registration Number:	4135757	DELIGHTFUL BAZAAR	
Registration Number:	2983699	DILEK	
Registration Number:	5582446	E-Z BREAK UP	
Registration Number:	3528031	HODJA	
Registration Number:	6926586	HONEY BROTHER	
Registration Number:	5912135	IPEK	
Registration Number:	3685417	IPEK FOODS	
Registration Number:	6919791	JAL	
Registration Number:	6914584	KAYLA'S	
Registration Number:	5649710	MAGIC MEZZE	
Registration Number:	4895681	MERVE	
Registration Number:	2972314	MERVE	
Registration Number:	3068729	MRNUT	
Registration Number:	5629531	ROYAL VALLEY	

CH \$565.00 5770765

Property Type	Number	Word Mark
Registration Number:	5858838	SEHRAZAT
Registration Number:	4921499	VINTAGE THE FINEST FOODS
Registration Number:	3785867	VINTAQUA

CORRESPONDENCE DATA

Fax Number: 3125774565

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: 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:	337285-204
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	05/12/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of May 12, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by VINTAGE FOOD LLC, a Delaware limited liability company (the “**Grantor**”) in favor of **ARES CAPITAL CORPORATION**, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns in such capacities, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of February 9, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent 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, the Grantor hereby agrees with the Collateral 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

As collateral security for the payment or performance when due of the Secured Obligations, including the Guaranteed Obligations, the Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral 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 the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided* that, the Trademark Collateral shall not include any Excluded Assets (such as any intent-to-use Trademark application prior to the filing 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 such intent-to-use Trademark application or any registration that issues therefrom under applicable federal law):

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registrations applications listed in Schedule A

hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor; and all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for any past, present and future infringements, dilutions, misappropriations or other violations thereof,

(iii) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and

(iv) all other rights, priorities and privileges corresponding to the foregoing throughout the world, and

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 Collateral Agent for the benefit of the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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

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

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations); *provided* that the security interest in the Trademark Collateral may also be released pursuant to Section 6.11(c) of the Security Agreement. Upon the termination of this Trademark Security Agreement, the Collateral Agent, at the expense of the Grantor, shall promptly execute all documents and take all other actions reasonably requested by the Grantor to evidence and record the release of the 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, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

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. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. The words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

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IN WITNESS WHEREOF, the 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.

GRANTOR:

VINTAGE FOOD LLC

B:  _____


Name: Rich Cobb

Title: Chief Financial Officer

Agreed to and acknowledged
as of the date first listed above:

COLLATERAL AGENT:

ARES CAPITAL CORPORATION

By:  _____

Name: Mark Affolter


Title: Authorized Signatory



[Trademark Security Agreement]

TRADEMARK
REEL: 008071 FRAME: 0170

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Jurisdiction	Serial No. Filing Date	Registration No. Registration Date	Status	Owner of Record
BALKAN VALLEY	U.S. FEDERAL	87797225 14-FEB-2018	5770765 04-JUN-2019	Registered	Vintage Food LLC
BOTANY	U.S. FEDERAL	87744784 05-JAN-2018	5645146 01-JAN-2019	Registered	Vintage Food LLC
BROTHER	U.S. FEDERAL	77173731 05-MAY-2007	3391147 04-MAR-2008	Registered	Vintage Food LLC
BULGARA	U.S. FEDERAL	87758830 17-JAN-2018	5770698 04-JUN-2019	Registered	Vintage Food LLC
BULGARA-FETA	U.S. FEDERAL	76561300 12-NOV-2003	3060712 21-FEB-2006	Registered	Vintage Food LLC
DELIGHTFUL BAZAAR	U.S. FEDERAL	77510729 29-JUN-2008	4135757 01-MAY-2012	Registered	Vintage Food LLC
DILEK	U.S. FEDERAL	76561301 12-NOV-2003	2983699 09-AUG-2005	Registered	Vintage Food LLC
E-Z BREAK UP	U.S. FEDERAL	87249477 28-NOV-2016	5582446 09-OCT-2018	Registered Supplemental Register	Vintage Food LLC
HODJA	U.S. FEDERAL	77046558 17-NOV-2006	3528031 04-NOV-2008	Registered	Vintage Food LLC
HONEY BROTHER 	U.S. FEDERAL	97382151 26-APR-2022	6926586 13-DEC-2022	Registered	Vintage Food LLC
IPEK	U.S. FEDERAL	88143296 04-OCT-2018	5912135 19-NOV-2019	Registered	Vintage Food LLC
IPEK FOODS 	U.S. FEDERAL	77642851 03-JAN-2009	3685417 22-SEP-2009	Registered	Vintage Food LLC
JAL 	U.S. FEDERAL	97024094 13-SEP-2021	6919791 06-DEC-2022	Registered	Vintage Food LLC

Mark	Jurisdiction	Serial No. Filing Date	Registration No. Registration Date	Status	Owner of Record
KAYLA'S	U.S. FEDERAL	97381710 26-APR-2022	6914584 29-NOV-2022	Registered	Vintage Food LLC
MAGIC MEZZE	U.S. FEDERAL	87100741 12-JUL-2016	5649710 08-JAN-2019	Registered	Vintage Food LLC
MERVE	U.S. FEDERAL	86682041 02-JUL-2015	4895681 02-FEB-2016	Registered	Vintage Food LLC
MERVE 	U.S. FEDERAL	7655267 14-OCT-2003	2972314 19-JUL-2005	Registered	Vintage Food LLC
MRNUT	U.S. FEDERAL	76564588 26-NOV-2003	3068729 14-MAR-2006	Registered	Vintage Food LLC
ROYAL VALLEY	U.S. FEDERAL	87825953 08-MAR-2018	5629531 11-DEC-2018	Registered	Vintage Food LLC
SEHRAZAT	U.S. FEDERAL	88187845 09-NOV-2018	5858838 10-SEP-2019	Registered	Vintage Food LLC
VINTAGE THE FINEST FOODS 	U.S. FEDERAL	86569718 19-MAR-2015	4921499 22-MAR-2016	Registered	Vintage Food LLC
VINTAQUA	U.S. FEDERAL	77668152 11-FEB-2009	3785867 04-MAY-2010	Registered	Vintage Food LLC