

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM837649

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LEGACY ALLIANCE BUYER, LLC		09/07/2023	Limited Liability Company: DELAWARE
M. & V. Buyer, LLC		09/07/2023	Limited Liability Company: DELAWARE
KFS LFG, LLC		09/07/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Audax Private Debt LLC, as Administrative Agent		
Street Address:	101 Huntington Avenue, 25th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2036414	NORTHSIDE BRAND	
Registration Number:	2034871	NORTHSIDE BRAND	
Registration Number:	3662424	KFS	
Registration Number:	3662422	KECK'S	
Registration Number:	3662423	KECK'S FOOD SERVICE	
Registration Number:	3932836	INCOMPARABLE EXPERIENCE	
Registration Number:	3932835	LLL	
Registration Number:	4191905	STREETWISE	
Registration Number:	4007080	MISTY RIVER	
Registration Number:	4029531	MISTY RIVER	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		

OP \$265.00 2036414

Email: Michael.Violet@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Sophie Bolt

SIGNATURE: /Sophie Bolt/

DATE SIGNED: 09/07/2023

Total Attachments: 8

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies):</p> <p>LEGACY ALLIANCE BUYER, LLC</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u> Citizenship (see guidelines) <u>Delaware, USA</u></p> <p>Additional names of conveying parties attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3. Nature of conveyance/Execution Date(s) : Execution Date(s) <u>September 7, 2023</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	<p>2. Name and address of receiving party(ies)</p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Name: <u>Audax Private Debt LLC, as Administrative Agent</u></p> <p>Street Address: <u>101 Huntington Avenue, 25th Floor</u></p> <p>City: <u>Boston</u></p> <p>State: <u>MA</u></p> <p>Country: <u>USA</u> Zip: <u>02199</u></p> <p><input type="checkbox"/> Individual(s) Citizenship _____ <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>LLC</u> Citizenship <u>Delaware, USA</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
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<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) Text <u>See Schedule 1</u></p>	<p>B. Trademark Registration No.(s) <u>See Schedule 1</u></p>
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Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

<p>5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Sophie Bolt</u> Internal Address: <u>Cahill Gordon & Reindel LLP</u> Street Address: <u>32 Old Slip</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10005</u> Phone Number: <u>(212) 701-3365</u> Docket Number: _____ Email Address: <u>SBolt@cahill.com</u></p>	<p>6. Total number of applications and registrations involved: 10</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____</p> <p><input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information: Deposit Account Number _____ Authorized User Name _____</p>
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9. Signature: <u>Sophie Bolt</u>	<u>September 7, 2023</u>
Signature	Date
<u>Sophie Bolt</u>	Total number of pages including cover sheet, attachments, and document: 8
Name of Person Signing	

ADDITIONAL CONVEYING PARTIES

<u>Entity</u>	<u>Jurisdiction of Organization</u>	<u>Type of Entity</u>	<u>Address</u>
M. & V. Buyer, LLC	Delaware	Limited Liability Company	301 Concourse Boulevard, Glen Allen, VA 23059 Henrico County
KFS LFG, LLC	Delaware	Limited Liability Company	301 Concourse Boulevard, Glen Allen, VA 23059 Henrico County

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 7, 2023, by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Audax Private Debt LLC, a Delaware limited liability company (“Audax”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders, the L/C Issuers, and the other Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of September 7, 2023 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Heritage Foodservice Intermediate 2 Investment, LLC, a Delaware limited liability company (“Holdings”), Heritage Foodservice Investment, LLC, a Delaware limited liability company (the “Borrower”), the other Credit Parties, the Lenders from time to time party thereto and Audax, 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 Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of September 7, 2023 (as the same may be amended, restated, amended and restated, supplemented or modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; 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 the 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 Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

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

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 the Agent for the benefit of the Secured Parties, and grants to the 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 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.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not include, and no security interest shall be granted in, any "intent to use" Trademark or Trademark applications for which a statement of use has not been filed (but only until such statement is filed).

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the 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. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Grantor Remains Liable. Each Grantor hereby agrees that, subject to the limitations set forth in the Guaranty and Security Agreement, 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 subject to a security interest hereunder.


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.

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

LEGACY ALLIANCE BUYER, LLC

By: 
Name: Stephen Push
Title: Chief Executive Officer

KFS LFG, LLC

By: 
Name: Stephen Push
Title: Chief Executive Officer

M. & V. BUYER, LLC

By: 
Name: Stephen Push
Title: Chief Executive Officer


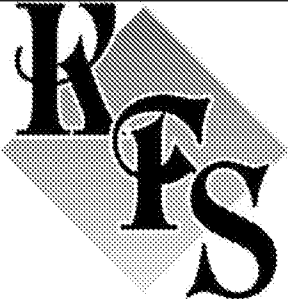


ACCEPTED AND AGREED
as of the date first written above:

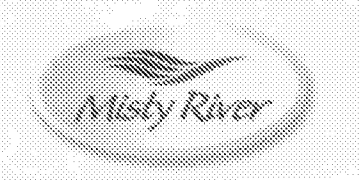
AUDAX PRIVATE DEBT LLC,
as Agent

By: Bryant Shain
Name: Bryant Shain
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Owner	Title	Jurisdiction of Registration / Application	Registration / Application Number	Registration / Application Date
M. & V. Buyer, LLC (fka M & V Provisions)	Northside Brand	USPTO	2,036,414	02/11/1997
M. & V. Buyer, LLC (fka M & V Provisions)	 NORTHSIDE BRAND	USPTO	2,034,871	02/04/1997
KFS LFG, LLC (fka Keck's Food Service, Inc.)	 KFS	USPTO	3,662,424	08/04/2009
KFS LFG, LLC (fka Keck's Food Service, Inc.)	 KECK'S	USPTO	3,662,422	08/04/2009
KFS LFG, LLC (fka Keck's Food Service, Inc.)	 KECK'S FOOD SERVICE	USPTO	3,662,423	08/04/2009

Legacy Alliance Buyer, LLC (fka Legacy Foodservice Alliance, LLC)	INCOMPARABLE EXPERIENCE	USPTO	3,932,836	03/15/2011
Legacy Alliance Buyer, LLC (fka Legacy Foodservice Alliance, LLC)	 LLL	USPTO	3,932,835	03/15/2011
Legacy Alliance Buyer, LLC (fka Legacy Foodservice Alliance, LLC)	StreetWise STREETWISE	USPTO	4,191,905	08/14/2012
Legacy Alliance Buyer, LLC (fka Legacy Foodservice Alliance, LLC)	MISTY RIVER MISTY RIVER	USPTO	4,007,080	08/02/2011
Legacy Alliance Buyer, LLC (fka Legacy Foodservice Alliance, LLC)	 MISTY RIVER	USPTO	4,029,531	09/20/2011