

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM840127

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Commercial Foodservice Repair, Inc.		09/18/2023	Corporation: SOUTH CAROLINA
Commercial Kitchens, Inc.		09/18/2023	Corporation: CONNECTICUT
Allied Service Group LLC		09/18/2023	Limited Liability Company: TENNESSEE
1st Source Restaurant Services, Inc.		09/18/2023	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Churchill Agency Services LLC, as Collateral Agent
Street Address:	430 Park Avenue, 14th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	6100424	ESI
Registration Number:	1473521	ESI
Registration Number:	3254956	SERVICE SOLUTIONS GROUP
Registration Number:	4166561	TECH-24
Registration Number:	5283687	TECH24 A COMMERCIAL FOODSERVICE REPAIRCO
Registration Number:	5328609	CK COMMERCIAL KITCHENS
Registration Number:	5328611	CK COMMERCIAL KITCHENS
Registration Number:	4532649	ALLIED SERVICE GROUP
Registration Number:	4402740	ARCSTX

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 214-981-3483

CH \$240.00 6100424

Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 2021 McKinney Ave., Suite 2000
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 096939-31600

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 09/18/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 18, 2023 (this “Trademark Security Agreement”), made by Commercial Foodservice Repair, Inc., a South Carolina corporation, Commercial Kitchens, Inc., a Connecticut corporation, Allied Service Group LLC, a Tennessee limited liability company and 1st Source Restaurant Services, Inc., a Texas corporation (collectively, the “Grantors” and each, a “Grantor”), in favor of Churchill Agency Services LLC, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to (i) that certain Credit Agreement, dated as of September 18, 2023 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Palmetto Acquisitionco, Inc., a Delaware corporation (the “Borrower”), Palmetto Midco, Inc., a Delaware corporation (“Holdings”), each Lender from time to time party thereto, Churchill Agency Services LLC, as Administrative Agent and Collateral Agent and the other parties thereto from time to time, (ii) each Guaranty, (iii) each Secured Hedge Agreement and (iv) each Secured Cash Management Agreement.

WHEREAS, the Grantors are party to a Security Agreement, dated as of September 18, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in, all of such Grantor’s right, title or interest in or to any and all of the Owned Trademarks to the extent included in the Collateral (the “Trademark Collateral”), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of any of the Copyright Collateral, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest.

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 pursuant to the Security Agreement, and the Collateral Agent and each Grantor hereby acknowledge and affirm 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. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means 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. This Trademark Security Agreement shall become effective as to each Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon each Grantor and its successors and permitted assigns.

SECTION 5. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

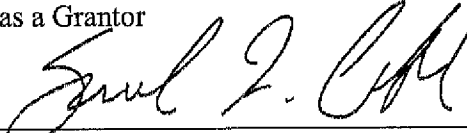
SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Termination. This Trademark Security Agreement shall terminate upon the termination of the Security Agreement in accordance with its terms. Upon termination and at written request of a Grantor, the Collateral Agent shall execute, acknowledge, and deliver to the applicable Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.


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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.

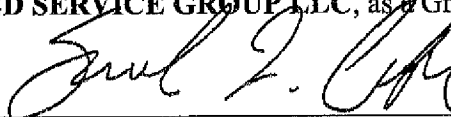
COMMERCIAL FOODSERVICE REPAIR, INC., as a Grantor

By: 
Name: Samuel Campbell
Title: Treasurer


COMMERCIAL KITCHENS, INC., as a Grantor

By: 
Name: Samuel Campbell
Title: Treasurer

ALLIED SERVICE GROUP LLC, as a Grantor

By: 
Name: Samuel Campbell
Title: Treasurer

1ST SOURCE RESTAURANT SERVICES, INC., as a Grantor

By: 
Name: Samuel Campbell
Title: Treasurer

Accepted and Agreed:

CHURCHILL AGENCY SERVICES LLC,
as Collateral Agent

By: 

Name: Joseph Lee

Title: Managing Director

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 008201 FRAME: 0834






SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS




UNITED STATES TRADEMARKS:

Applications –

None.

Registrations –

Trademark	Registration/A pplication Date	Registration/A pplication Number	Status	Current Owner of Record
ESI and Design 	7/14/2020	6,100,424	Registered	Commercial Foodservice Repair, Inc.
ESI 	1/19/1988	1,473,521	Renewed	Commercial Foodservice Repair, Inc.
SERVICE SOLUTIONS GROUP 	6/26/2007	3,254,956	Renewed	Commercial Foodservice Repair, Inc.
TECH-24 	7/3/2012	4,166,561	Renewed	Commercial Foodservice Repair, Inc.
TECH24 A COMMERCIAL FOODSERVICE REPAIRCOMPAN Y and Design 	9/12/2017	5,283,687	Registered	Commercial Foodservice Repair, Inc.

CK COMMERCIAL KITCHENS (stylized) 	11/7/2017	5,328,609	Registered	COMMERCIAL KITCHENS, INC.
CK COMMERCIAL KITCHENS (Stylized) 	11/7/2017	5,328,611	Registered	COMMERCIAL KITCHENS, INC.
ALLIED SERVICE GROUP and Design 	05/20/2014	4,532,649	Registered	Allied Service Group LLC
ARCSTX	09/17/2013	4,402,740	Registered	1st Source Restaurant Services, Inc.