

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM846548

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Overseas Food Trading Ltd.		10/17/2023	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Santander Bank, N.A.		
<b>Street Address:</b>	450 Penn Street		
<b>City:</b>	Reading		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19602		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97730662	LE CHIC ÉPICIER	
<b>Registration Number:</b>	5466087	LE CHIC PÂTISSIER	
<b>Registration Number:</b>	3760424	BEL 'OLIO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2155695619		
<b>Email:</b>	pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy Pecsénye (KH 104877-01075)		
<b>Address Line 1:</b>	One Logan Square, 8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	104877-01075		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/		
<b>DATE SIGNED:</b>	10/17/2023		
<b>Total Attachments: 6</b>			
source=IP Security Agreement (Santander-Overseas) - Executed#page1.tif			
source=IP Security Agreement (Santander-Overseas) - Executed#page2.tif			
source=IP Security Agreement (Santander-Overseas) - Executed#page3.tif			

OP \$90.00 97730662

source=IP Security Agreement (Santander-Overseas) - Executed#page4.tif

source=IP Security Agreement (Santander-Overseas) - Executed#page5.tif

source=IP Security Agreement (Santander-Overseas) - Executed#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of this 17th day of October, 2023, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and SANTANDER BANK, N.A., in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Revolving Loan and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Loan Agreement") among Overseas Food Trading Ltd., a New York corporation ("Overseas", together with each other Person joined thereto as a borrower from time to time collectively, the "Borrowers" and, each a "Borrower" and each Person joined thereto as a guarantor from time to time, collectively, the "Guarantors", and each a "Guarantor" and together with the Borrowers, collectively the "Loan Parties" and each a "Loan Party"), the financial institutions named therein or which hereafter become a party thereto as lenders (the "Lenders") and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Loan Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first-priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names and mask works (collectively, the "Trademarks"), copyrights and copyright applications (collectively, "Copyrights"), patents and patent applications (collectively, the "Patents"), any Licenses for any of the foregoing (collectively, the "Licenses"), including those referred to on Schedule I hereto, and any licenses for and the associated goodwill in connection with any of the foregoing;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, Copyright, Patent or License.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. LOAN AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, Copyrights, Patents or Licenses, this Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademarks, Copyrights, Patents or Licenses. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademarks, Copyrights, Patents or Licenses of Grantors. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Intellectual Property Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement or any Other Document refer to this Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions,

modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Loan Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. GOVERNING LAW. This Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of laws principles which would have the effect of applying the laws of any other jurisdiction.

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

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

GRANTORS:

**OVERSEAS FOOD TRADING LTD.,**  
a New York corporation

By: 

Name: Stephane Picard

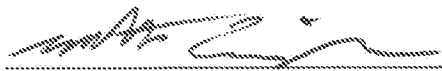
Title: Secretary/Treasurer

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 008230 FRAME: 0203**

ACCEPTED AND  
ACKNOWLEDGED BY:

SANTANDER BANK, N.A.,  
as Agent

By:   
Name: Matthew Cunningham  
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 008230 FRAME: 0204**

SCHEDULE I

**Trademarks:**

<b>Mark Name</b>	<b>Jurisdiction</b>	<b>Owner</b>	<b>Reg. Date (App. Date)</b>	<b>Reg. No. (App. No.)</b>
LE CHIC ÉPICIER	USA	Overseas Food Trading Ltd.	(December 23, 2022)	(97730662)
LE CHIC PÂTISSIER	USA	Overseas Food Trading Ltd.	May 8, 2018	5466087
BEL 'OLIO	USA	Overseas Food Trading Ltd.	March 16, 2010	3760424

**Patents:**

None.

**Copyrights:**

None.