

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM857012

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHF Holdings, Inc.		11/29/2023	Corporation: GEORGIA
JMH International, LLC		11/29/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Churchill Agency Services LLC, as Administrative Agent		
Street Address:	375 Park Avenue, 9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10152		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	3419386	BETTER THAN GRAVY	
Registration Number:	2624619	SUPERIOR TOUCH CROCKERY GOURMET	
Registration Number:	1833430	BETTER THAN BOUILLON	
Registration Number:	1763045	SUPERIOR TOUCH	
Registration Number:	4890450	BETTER THAN BOUILLON	
Registration Number:	4513227	LOUISIANA GOLD	
Registration Number:	1424161	LOUISIANA GOLD	
Registration Number:	1128391	RED ROOSTER	
Registration Number:	4979836	BECAUSE YOU BELIEVE IN BETTER	
Registration Number:	4339240	BRING THE HEAT	
Registration Number:	1198986	ONE DROP DOES IT	
Registration Number:	4531526	THE ORIGINAL "LOUISIANA" BRAND THE PERFE	
Registration Number:	4950877	"LOUISIANA" BRAND	
Registration Number:	4950876	LOUISIANA GOLD PEPPER SAUCE	
Registration Number:	4950875	THE PERFECT HOT SAUCE	
Registration Number:	4922968	RED ROOSTER	
Registration Number:	5902442	BRING THE HEAT	
Registration Number:	6290455	SUMMIT HILL FOODS	
		TRADEMARK	

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Property Type	Number	Word Mark
Registration Number:	6032765	PREMIUM SERVICE PREMIUM FLAVOR PREMIUM Q
Registration Number:	6032733	PREMIUM FLAVOR SOLUTIONS BEST-IN-CLASS S
Registration Number:	6032679	JMH
Registration Number:	6032681	JMH PREMIUM
Registration Number:	3198401	JMH PREMIUM
Registration Number:	2864416	CHEF MYRON'S
Registration Number:	2356117	FLAVORMAK'RS
Registration Number:	6671018	BETTER THAN BOUILLON
Registration Number:	4424095	FIVE STAR

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

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: 096939-30930

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 11/29/2023

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of November 29, 2023, by SHF Holdings, Inc., a Georgia corporation (“**SHF**”), and JMH International, LLC, a Delaware limited liability company (“**JMH**” and, together with SHF each, individually, a “**Grantor**” and, collectively, the “**Grantors**”), in favor of Churchill Agency Services LLC, in its capacity as administrative agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, the Borrowers party thereto, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated November 29, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of November 29, 2023, by and among Grantee, Grantors and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), each Grantor has granted to Grantee, for the benefit of the Lenders, a security interest and lien upon substantially all assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement, including registrations and applications therefor), together with the goodwill of the business symbolized by such Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement.

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

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to such Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), such Grantor hereby grants to Grantee, for the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in such

Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.


3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely 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 any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

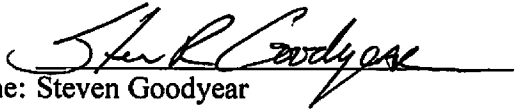
[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

SHF HOLDINGS, INC., a Georgia
corporation

By: 
Name: Steven Goodyear
Title: President and Chief Executive Officer

JMH INTERNATIONAL, LLC, a Delaware
limited liability company

By: 
Name: Steven Goodyear
Title: President and Chief Executive Officer

Agreed and accepted as of
the date first written above:

CHURCHILL AGENCY SERVICES, LLC,
as Agent

By: Jill White
Name: Jill White
Title: Managing Director

SCHEDULE A

Trademark Registrations and Applications

Jurisdiction	Trademark	Application Number	Filing Date	Registration Number	Registration Date	Status	Owner
United States of America	BETTER THAN GRAVY	77/103,202	08-Feb-2007	3,419,386	29-Apr-2008	Registered	Summit Hill Foods, Inc.
United States of America	SUPERIOR TOUCH CROCKERY GOURMET and Design	76/322,959	09-Oct-2001	2,624,619	24-Sep-2002	Registered	Summit Hill Foods, Inc.
United States of America	BETTER THAN BOUILLON	74/271,831	04-May-1992	1,833,430	26-Apr-1994	Registered	Summit Hill Foods, Inc.
United States of America	SUPERIOR TOUCH and design	74/161,444	29-Apr-1991	1,763,045	06-Apr-1993	Registered	Summit Hill Foods, Inc.
United States of America	BETTER THAN BOUILLON Logo	86/491,136	29-Dec-2014	4,890,450	19-Jan-2016	Registered	Summit Hill Foods, Inc.
United States of America	LOUISIANA GOLD	85/410,976	30-Aug-2011	4,513,227	15-Apr-2014	Registered	Summit Hill Foods, Inc.
United States of America	LOUISIANA GOLD	73/559,938	24-Sep-1985	1,424,161	06-Jan-1987	Registered	Summit Hill Foods, Inc.
United States of America	RED ROOSTER	73/129,137	06-Jun-1977	1,128,391	25-Dec-1979	Registered	Summit Hill Foods, Inc.
United States of America	BECAUSE YOU BELIEVE IN BETTER	86/694,958	16-Jul-2015	4,979,836	14-Jun-2016	Cancelled	Summit Hill Foods, Inc.
United States of America	BRING THE HEAT	85/303,231	25-Apr-2011	4,339,240	21-May-2013	Registered	Summit Hill Foods, Inc.
United States of America	ONE DROP DOES IT	73/187,341	28-Sep-1978	1,198,986	22-Jun-1982	Registered	Summit Hill Foods, Inc.
United States of America	The Original "Louisiana" Brand the Perfect Hot Sauce One Drop Does It Label Design	85/413,943	02-Sep-2011	4531526	20-May-2014	Registered	Summit Hill Foods, Inc.
United States of America	"LOUISIANA A" Brand	86/756,780	15-Sep-2015	4,950,877	03-May-2016	Registered	Summit Hill Foods, Inc.
United States of America	LOUISIANA GOLD PEPPER SAUCE & Steam Boat Design	86/756,778	15-Sep-2015	4,950,876	03-May-2016	Registered	Summit Hill Foods, Inc.

Jurisdiction	Trademark	Application Number	Filing Date	Registration Number	Registration Date	Status	Owner
United States of America	THE PERFECT HOT SAUCE	86/756,776	15-Sep-2015	4,950,875	03-May-2016	Registered	Summit Hill Foods, Inc.
United States of America	RED ROOSTER and Design	86/756,769	15-Sep-2015	4,922,968	22-Mar-2016	Registered	Summit Hill Foods, Inc.
United States of America	BRING THE HEAT	88399939	24-Apr-2019	5902442	05-Nov-2019	Registered	Summit Hill Foods, Inc.
United States of America	SUMMIT HILL FOODS	88707883	26-Nov-2019	6290455	09-Mar-2021	Registered	Summit Hill Foods, Inc.
United States of America	S SUMMIT HILL FOODS ESTD 1941 and Design	90240897	07-Oct-2020			Allowed	Summit Hill Foods, Inc.
United States of America	PREMIUM SERVICE PREMIUM FLAVOR PREMIUM QUALITY	88605411	05-Sep-2019	6032765	14-Apr-2020	Registered	JMH International, LLC*
United States of America	PREMIUM FLAVOR SOLUTIONS BEST-IN-CLASS SERVICE PROFESSIONAL CHEFS/CULINARY...	88602233	03-Sep-2019	6032733	14-Apr-2020	Registered	JMH International, LLC*
United States of America	JMH	88595911	28-Aug-2019	6032679	14-Apr-2020	Registered	JMH International, LLC*
United States of America	JMH PREMIUM	88595925	28-Aug-2019	6032681	14-Apr-2020	Registered	JMH International, LLC*
United States of America	JMH PREMIUM	78755739	17-Nov-2005	3198401	16-Jan-2007	Registered	JMH International, LLC*

Jurisdiction	Trademark	Application Number	Filing Date	Registration Number	Registration Date	Status	Owner
United States of America	CHEF MYRON'S	76500711	26-Mar-2003	2864416	20-Jul-2004	Registered	JMH International, LLC*
United States of America	FLAVORMA K'RS	75518752	14-Jul-1998	2356117	06-Jun-2000	Registered	JMH International, LLC*
United States of America	BETTER THAN BOUILLON	90623231	05-Apr-2021	6,671,018	15-Mar-2022	Registered	Summit Hill Foods, Inc.
United States of America	S Logo	90240901	07-Oct-2020			Allowed	Summit Hill Foods, Inc.
United States of America	BETTER THAN BOUILLON CULINARY COLLECTION	97124637	15-Nov-2021	7140424	15-Aug-2023	Allowed	Summit Hill Foods, Inc.
United States of America	FIVE STAR	85705010	16-Aug-2012	4424095	29-Oct-2013	Registered	JMH International, LLC*

* The Last Listed Owner field of the USPTO's Trademark database reflects SUMMIT HILLS FOOD, INC. as being the owner of this Trademark registration, which is incorrect. As reflected by the USPTO Trademark Assignment Database, JMH is the recorded owner of this Trademark registration.