

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM857253

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Security Agreement
RESUBMIT DOCUMENT ID:	900810353

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sunripe Enterprises, LLC		10/13/2023	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	City National Bank
Street Address:	P.O. Box 60938
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90060-0938
Entity Type:	Banking Assoc.: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	6932996	
Registration Number:	4562787	
Registration Number:	2367511	CHEF WORKS
Registration Number:	5833079	CHEF WORKS
Registration Number:	6841984	CHEF WORKS
Registration Number:	6318811	CHEF WORKS
Registration Number:	4869758	CHEF WORKS
Registration Number:	5755430	CHEF WORKS URBAN COLLECTION
Registration Number:	2778574	
Serial Number:	97061296	TABLE 1807
Serial Number:	97180787	TABLE 1807
Registration Number:	3593801	UNIFORM WORKS
Registration Number:	5999871	URBAN COLLECTION

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 8007130755
Email: Jade.Tanks@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: Nikki Kolhoff

SIGNATURE: /Nikki Kolhoff/

DATE SIGNED: 11/30/2023

Total Attachments: 5

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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.

1. Name of conveying party(ies):

Sunripe Enterprises, LLC

- Individual(s) Association
 Partnership Limited
 Partnership Corporation _____
 Other limited liability company _____

Citizenship (see guidelines) California

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s): October 13, 2023

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: City National Bank

Street Address: P.O. Box 60938

City: Los Angeles

State: California

Country: United States Zip: 90060-0938

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Banking Assoc. Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See attached.

B. Trademark Registration No.(s)

See attached.

Additional sheet(s) attached? Yes No

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

See attached.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name City National Bank

Internal Address: _____

Street Address: P.O. Box 60938

City: Los Angeles

State: California Zip: 90060-0938

Phone Number: _____

Docket Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Nikki Kolhoff

Name of Person Signing

October 30, 2023

Date

Total number of pages including cover sheet, attachments, and document:

5

GRANT OF TRADEMARK SECURITY INTEREST

Date: October 13, 2023

WHEREAS, SUNRIPE ENTERPRISES, LLC, a California limited liability company (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, CHEF WORKS, INC., a Massachusetts corporation (“**Borrower**”), as borrower, and CITY NATIONAL BANK, a national banking association (“**Secured Party**”) have entered into that certain Third Amended and Restated Credit Agreement, dated as of October 13, 2023 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, restated or replaced from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to the terms of an Amended and Restated Security Agreement dated as of October 13, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”); terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement), among Borrower, Grantor, and Secured Party, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party, to secure the Secured Obligations, a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, licensed, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.


Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Sunripe Enterprises, LLC,
a California limited liability company

By: 
Name: Neil R. Gross
Title: Manager

[Signature Page to Grant of Trademark Security Interest]

TRADEMARK
REEL: 008274 FRAME: 0008

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Mark	Filing Date	Filing Number	Registration Date	Registration Number
Bug / Fork head Logo	08 Dec 2020	90365688	27 Dec 2022	6932996
Bug Logo	29 Aug 2013	86051040	08 Jul 2014	4562787
CHEF WORKS	29 May 1998	75493336	18 Jul 2000	2367511
CHEF WORKS	14 Jan 2019	88260247	13 Aug 2019	5833079
CHEF WORKS	06 Jan 2020	90450665	13 Sep 2022	6841984
CHEF WORKS [class 9]	20 Jul 2020	90062692	13 Apr 2021	6318811
CHEF WORKS and Design (Bug Logo)	11 Mar 2015	86560374	15 Dec 2015	4869758
CHEF WORKS URBAN COLLECTION Logo	13 Aug 2018	88075432	21 May 2019	5755430
Fork Design	25 Jun 2002	76425516	28 Oct 2003	2778574
TABLE 1807	06 Oct 2021	97061296		
Table 1807 [Placecard device]	20 Dec 2021	97180787		
UNIFORM WORKS	25 Oct 2007	77-313,294	24 Mar 2009	3,593,801
URBAN COLLECTION [word]	14 Jan 2019	88260245	03 Mar 2020	5999871