

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM867565

<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>
Summit Hill Foods, Inc.		01/10/2024	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Churchill Agency Services LLC, as Administrative Agent		
<b>Street Address:</b>	375 Park Avenue, 9th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10152		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3419386	BETTER THAN GRAVY	
<b>Registration Number:</b>	2624619	SUPERIOR TOUCH CROCKERY GOURMET	
<b>Registration Number:</b>	1833430	BETTER THAN BOUILLON	
<b>Registration Number:</b>	1763045	SUPERIOR TOUCH	
<b>Registration Number:</b>	4890450	BETTER THAN BOUILLON	
<b>Registration Number:</b>	4513227	LOUISIANA GOLD	
<b>Registration Number:</b>	1424161	LOUISIANA GOLD	
<b>Registration Number:</b>	1128391	RED ROOSTER	
<b>Registration Number:</b>	4979836	BECAUSE YOU BELIEVE IN BETTER	
<b>Registration Number:</b>	4339240	BRING THE HEAT	
<b>Registration Number:</b>	1198986	ONE DROP DOES IT	
<b>Registration Number:</b>	4531526	THE ORIGINAL "LOUISIANA" BRAND THE PERFE	
<b>Registration Number:</b>	4950877	"LOUISIANA" BRAND	
<b>Registration Number:</b>	4950876	LOUISIANA GOLD PEPPER SAUCE	
<b>Registration Number:</b>	4950875	THE PERFECT HOT SAUCE	
<b>Registration Number:</b>	4922968	RED ROOSTER	
<b>Registration Number:</b>	5902442	BRING THE HEAT	
<b>Registration Number:</b>	6290455	SUMMIT HILL FOODS	
<b>Registration Number:</b>	6671018	BETTER THAN BOUILLON	

CH \$515.00 3419386

Property Type	Number	Word Mark
Registration Number:	7140424	BETTER THAN BOUILLON CULINARY COLLECTION

**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

<b>ATTORNEY DOCKET NUMBER:</b>	096939-31700
<b>NAME OF SUBMITTER:</b>	Dusan Clark
<b>SIGNATURE:</b>	/Dusan Clark/
<b>DATE SIGNED:</b>	01/11/2024

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of January 10, 2024, by Summit Hill Foods, Inc., a Georgia corporation (“**Grantor**”), 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, Grantor 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**”), Grantor has granted to Grantee, for the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of 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 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, 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 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), 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 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 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.

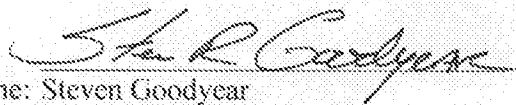
3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under 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 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, Grantor has duly executed this Agreement as of the date first written above.

**SUMMIT HILL FOODS, INC.**, a Georgia corporation

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**

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Status</b>	<b>Owner</b>
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	"LOUISIAN 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	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.