

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM868515

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TriMark USA, LLC		01/16/2024	Limited Liability Company: DELAWARE
TriMark ERF, LLC		01/16/2024	Limited Liability Company: DELAWARE
Chefs' Toys, LLC		01/16/2024	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB, as Collateral Agent		
Street Address:	500 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	4540092	ALANI	
Registration Number:	5051460	ARCATA	
Registration Number:	2492222	BIGTRAY	
Registration Number:	2516648	BIGTRAY	
Registration Number:	5077123	CHEFS' TOYS	
Registration Number:	3511960	CHEFS' TOYS	
Registration Number:	5073365	CHEFS' TOYS	
Registration Number:	5801981	CULINARY ESSENTIALS	
Registration Number:	4556639	ORDERUPEQUIPMENT.COM	
Registration Number:	5608006	STRATEGIC	
Registration Number:	5477107	STRATEGIC	
Registration Number:	2759484		
Registration Number:	5696982	TRIA	
Registration Number:	4317688	TRIA	
Registration Number:	2753687	TRIMARK	

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Property Type	Number	Word Mark
Registration Number:	5801974	TRIMARK CULINARY ESSENTIALS
Registration Number:	4765484	TRIMARK FOODSERVICE EQUIPMENT, SUPPLIES
Registration Number:	5188490	VALORA
Registration Number:	4489569	VENU
Registration Number:	4661072	WE BRING IT
Registration Number:	5292442	ZIENA

CORRESPONDENCE DATA

Fax Number:

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: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	2237926 TM IPSA
NAME OF SUBMITTER:	Jordana Dreyfuss
SIGNATURE:	/Jordana Dreyfuss/
DATE SIGNED:	01/16/2024

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT dated as of January 16, 2024 (this “Agreement”), by and between **TRIMARK ERF, LLC**, a Delaware limited liability company, **TRIMARK USA, LLC**, a Delaware limited liability company, and **CHEFS’ TOYS, LLC**, a California limited liability company (each, a “Grantor” and collectively, the “Grantors”) and **WILMINGTON SAVINGS FUND SOCIETY, FSB**, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Term Loan Credit Agreement, dated as of January 16, 2024 (the “Credit Agreement”), by and among **AMBROSIA INTERMEDIATE HOLDCO CORP.**, a Delaware corporation (“Holdings”), **TMK HAWK PARENT, CORP.**, a Delaware corporation (“Borrower”), each Lender from time to time party thereto and **WILMINGTON SAVINGS FUND SOCIETY, FSB**, as Administrative Agent and as Collateral Agent and (b) the Collateral Agreement, dated as of January 16, 2024 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), by and among Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made and to secure the Secured Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. 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, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the United States Trademarks on Schedule I attached hereto (the “Trademark Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights, protections, immunities, indemnities and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Credit Agreement and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein *mutatis mutandis*. In the event of any conflict between the terms of this Agreement and the Credit Agreement or Collateral Agreement, the terms of the Credit Agreement or Collateral Agreement, as applicable, shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

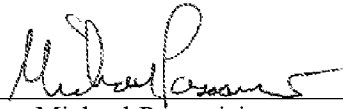
SECTION 6. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the limitations and provisions of the Intercreditor Agreements. In the event of any conflict between the terms of the Intercreditor Agreements and this Agreement, the terms of the Intercreditor Agreements shall govern.

SECTION 7. Governing Law. THE TERMS OF SECTION 9.09 OF THE CREDIT AGREEMENT ARE INCORPORATED HEREIN BY REFERENCE, MUTATIS MUTANDIS.

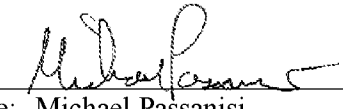
[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

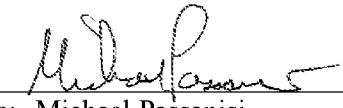
CHEFS' TOYS, LLC,
a California limited liability company

By: 
Name: Michael Passanisi
Title: Secretary

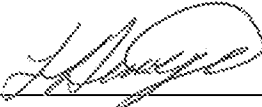
TRIMARK ERF, LLC,
a Delaware limited liability company

By: 
Name: Michael Passanisi
Title: Secretary

TRIMARK USA, LLC,
a Delaware limited liability company

By: 
Name: Michael Passanisi
Title: Secretary

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Collateral Agent

By: 
Name: Lizbet Hinojosa
Title: Vice President

SCHEDULE I

Trademark Collateral

<u>Trademark</u>	<u>Owner</u>	<u>App. No./ App. Date</u>	<u>Status</u>	<u>Reg. No./ Reg. Date</u>	<u>Owned/ Licensed</u>
ALANI	TriMark USA, LLC	85931565 14-MAY-2013	Registered	4540092 27-MAY-2014	Owned
ARCATA	TriMark USA, LLC	86980132 04-JAN-2016	Registered	5051460 27-SEP-2016	Owned
BIGTRAY	Chef's Toys, LLC	76021808 07-APR-2000	Registered	2492222 25-SEP-2001	Owned
BIGTRAY & Design	Chef's Toys, LLC	76021807 07-APR-2000	Registered	2516648 11-DEC-2001	Owned
CHEFS' TOYS	Chefs' Toys, LLC	86945208 18-MAR-2016	Registered	5077123 08-NOV-2016	Owned
CHEFS' TOYS & Design	Chefs' Toys, LLC	77413717 05-MAR-2008	Registered	3511960 07-OCT-2008	Owned
CHEFS' TOYS & Design	Chefs' Toys, LLC	87023498 03-MAY-2016	Registered	5073365 01-NOV-2016	Owned
CULINARY ESSENTIALS	TriMark USA, LLC	87981025 08-NOV-2017	Registered	5801981 09-JUL-2019	Owned
ORDERUPEQUIPMENT.COM	TriMark ERF, Inc.	85734712 21-SEP-2012	Registered	4556639 24-JUN-2014	Owned
STRATEGIC	TriMark USA, LLC	87516248 05-JUL-2017	Registered	5608006 13-NOV-2018	Owned
STRATEGIC & Design	TriMark USA, LLC	87516279 05-JUL-2017	Registered	5477107 22-MAY-2018	Owned
Three Ring Design	TriMark USA, LLC	76159724 03-NOV-2000	Registered	2759484 02-SEP-2003	Owned
TRIA	TriMark USA, LLC	88059114 31-JUL-2018	Registered	5696982 12-MAR-2019	Owned
TRIA & Design	TriMark USA, LLC	85317397 10-MAY-2011	Registered	4317688 09-APR-2013	Owned
TRIMARK	TriMark USA, LLC	76159831 03-NOV-2000	Registered	2753687 19-AUG-2003	Owned
TRIMARK CULINARY ESSENTIALS	TriMark USA, LLC	87980958 02-OCT-2017	Registered	5801974 09-JUL-2019	Owned
TRIMARK FOODSERVICE EQUIPMENT, SUPPLIES AND DESIGN & Design	TriMark USA, LLC	86221826 14-MAR-2014	Registered	4765484 30-JUN-2015	Owned
VALORA	Chefs' Toys, LLC	87113544 22-JUL-2016	Registered	5188490 18-APR-2017	Owned
VENU	TriMark USA, LLC	85877207 15-MAR-2013	Registered	4489569 25-FEB-2014	Owned
WE BRING IT	TriMark	86221758	Registered	4661072	Owned

<u>Trademark</u>	<u>Owner</u>	<u>App. No./ App. Date</u>	<u>Status</u>	<u>Reg. No./ Reg. Date</u>	<u>Owned/ Licensed</u>
	USA, LLC	14-MAR-2014		23-DEC-2014	
ZIENA	TriMark USA, LLC	87102888 13-JUL-2016	Registered	5292442 19-SEP-2017	Owned