

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI11563

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Notes)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tree of Life, LLC		02/06/2024	Limited Liability Company: DELAWARE
KeHE Distributors, LLC		02/06/2024	Limited Liability Company: DELAWARE
Nature's Best Distribution, LLC		02/06/2024	Limited Liability Company: CALIFORNIA
DPI Specialty Foods West, Inc.		02/06/2024	Corporation: DELAWARE
DPI Specialty Foods, Inc.		02/06/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	U.S. Bank Trust Company, National Association, as Notes Collateral Agent		
Street Address:	190 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: DISTRICT OF COLUMBIA		
PROPERTY NUMBERS Total: 64			
Property Type	Number	Word Mark	
Registration Number:	4525806	BONAVITA	
Registration Number:	1253107	TREE OF LIFE	
Registration Number:	1559965	TREE OF LIFE	
Registration Number:	2749712	THE SOURCE!	
Registration Number:	3858336	SAGE VALLEY	
Registration Number:	2976215	TREE OF LIFE	
Registration Number:	2989504	TREE OF LIFE	
Registration Number:	3337117	ORGANIC AND PURE	
Registration Number:	3336056	SMART ASSORTMENT	
Registration Number:	3252880	KEHE FOOD DISTRIBUTORS	
Registration Number:	3679009	ORGANIC & PURE	
Registration Number:	3433609	THE NATURAL PRODUCTS DISTRIBUTOR	
Registration Number:	4423196	CADIA	

OP \$1615.00.00 86079869

Property Type	Number	Word Mark
Registration Number:	4064851	CADIA
Registration Number:	4319026	CADIA
Registration Number:	4089150	CADIA ABUNDANCE OF SIMPLICITY
Registration Number:	4708478	CADIA ABUNDANCE OF SIMPLICITY
Registration Number:	5434002	CARE TRADE
Registration Number:	5205739	GOODNESS FOLLOWS
Registration Number:	5157531	WE SERVE TO MAKE LIVES BETTER
Registration Number:	5281598	TREE OF LIFE
Registration Number:	4782431	WE MAKE ON TREND EASY
Registration Number:	4661772	ON TREND
Registration Number:	5091390	KEHE DISTRIBUTORS
Registration Number:	4760808	KEHECONNECT
Registration Number:	4604099	KEHE
Registration Number:	4664448	KEHE
Registration Number:	4584643	CADIA
Registration Number:	4687801	CADIA
Registration Number:	5975111	KEHE CARES
Registration Number:	5975112	KEHE CARES
Registration Number:	4665603	KEHE SOLUTIONS
Registration Number:	5065914	WHERE KEHE GOES, GOODNESS FOLLOWS
Registration Number:	5968031	GOODNESS EXPRESS
Registration Number:	6512029	KEHE ENTERPRISES
Registration Number:	6512030	KEHE ENTERPRISES
Registration Number:	6495259	DIVERSETRADE
Registration Number:	6578749	DIVERSE TRADE
Registration Number:	6351669	MADE · WITH
Registration Number:	6579079	ON TREND
Registration Number:	2828586	HEALTHBEST
Registration Number:	2109108	
Registration Number:	2090969	MARIA MASCONI'S
Registration Number:	1779242	DPI
Registration Number:	3576959	DPI SPECIALTY FOODS
Registration Number:	7069120	CRAZY GOOD
Registration Number:	7069119	CRAZY GOOD
Registration Number:	7045968	CARETRADE
Registration Number:	7110770	MADE · WITH
Registration Number:	7097171	KEHE CONNECT
Registration Number:	7111072	KEHE CONNECT

Property Type	Number	Word Mark
Registration Number:	7136613	KEHE CONNECT SUPPLIER
Registration Number:	7115124	KEHE CONNECT RETAILER
Registration Number:	7148863	KEHE CONNECT DIRECT
Registration Number:	7100746	KEHE ELEVATE
Registration Number:	7115195	KEHE CONNECT ENTERPRISE
Registration Number:	7239035	WHERE KEHE GOES, GOODNESS FOLLOWS.
Registration Number:	3204879	TRADEMARK
Registration Number:	3204880	DRIVING THE DETAILS
Registration Number:	7288054	CADIA
Serial Number:	97016648	EMPOWERING NEIGHBORHOOD GROCERS
Serial Number:	97085648	CADIA
Serial Number:	97601981	EMPOWERING NEIGHBORHOOD GROCERS SINCE 2010
Serial Number:	97601979	EMPOWERING NEIGHBORHOOD GROCERS SINCE 2010

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: 8007130755
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: Michael Violet
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Michael Violet
SIGNATURE:	Michael Violet
DATE SIGNED:	02/07/2024

Total Attachments: 9
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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):

- 1. Tree of Life, LLC
Limited Liability Company - Delaware
- 2. KeHE Distributors, LLC
Limited Liability Company - Delaware
- 3. Nature's Best Distribution, LLC
Limited Liability Company - California
- 4. DPI Specialty Foods West, Inc.
Corporation - Delaware
- 5. DPI Specialty Foods, Inc.
Corporation - Delaware

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) February 6, 2024

- Assignment Merger
- Security Agreement Change of Name
- Other Trademark Security Agreement (Notes)

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: U.S. Bank Trust Company, National Association,
—as Notes Collateral Agent

Street Address: 190 S. LaSalle Street

City: Chicago

State: IL

Country: USA Zip: 60603

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other National Banking Association, USA
Citizenship _____

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 Schedule A

B. Trademark Registration No.(s)
see attached Schedule A

Additional sheet(s) attached? Yes No

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

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

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: KeHE (08490.0160 Notes)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved: 75

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: *Doris Ka*

Signature

February 6, 2024

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 6, 2024 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by the entities identified as grantors on the signature pages hereto (each, a “Grantor” and collectively, the “Grantors”) in favor of U.S. Bank Trust Company, National Association, as notes collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Notes Collateral Agent”).

WHEREAS, the Grantors are party to a Pledge and Security Agreement dated as of February 6, 2024 (the “Pledge and Security Agreement”) among each of the Grantors and the other grantors party thereto and the Notes Collateral Agent pursuant to which the Grantors granted a security interest to the Notes Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Notes Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Notes Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “Trademark Collateral”):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, 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.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SECTION 6. Concerning the Notes Collateral Agent

U.S. Bank Trust Company, National Association, is entering into this Agreement not in its individual capacity, but solely in its capacity as notes collateral agent under the Indenture and the Pledge and Security Agreement. In the performance of its duties and obligations hereunder, the Notes Collateral Agent shall be entitled to all of the rights, privileges, indemnities and immunities afforded it in the Indenture and the Security Agreement as though fully set forth in this Agreement.

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

TREE OF LIFE, LLC

By: Timothy J. Wiggins
Name: Timothy J. Wiggins
Title: President

KEHE DISTRIBUTORS, LLC

By: Deborah Conklin
Name: Deborah Conklin
Title: President

NATURE'S BEST DISTRIBUTION, LLC

By: Deborah Conklin
Name: Deborah Conklin
Title: President

DPI SPECIALTY FOODS WEST, INC.

By: Deborah Conklin
Name: Deborah Conklin
Title: President

DPI SPECIALTY FOODS, INC.

By: Deborah Conklin
Name: Deborah Conklin
Title: President

Accepted and Agreed:
U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Notes Collateral Agent

By: Richard Krupske
Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008339 FRAME: 0954



SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number
Tree of Life, LLC	BONAVITA	May 6, 2014	4525806
Tree of Life, LLC	TREE OF LIFE	October 4, 1983	1253107
Tree of Life, LLC	TREE OF LIFE	October 10, 1989	1559965
Tree of Life, LLC	THE SOURCE!	August 12, 2003	2749712
Tree of Life, LLC	SAGE VALLEY	October 5, 2010	3858336
Tree of Life, LLC	TREE OF LIFE	July 26, 2005	2976215
Tree of Life, LLC	TREE OF LIFE and Design	August 30, 2005	2989504
Kehe Distributors, LLC	ORGANIC AND PURE	November 13, 2007	3337117
Tree of Life, LLC	SMART ASSORTMENT	November 13, 2007	3336056
Kehe Distributors, LLC	KEHE FOOD DISTRIBUTORS	June 19, 2007	3252880
Kehe Distributors, LLC	ORGANIC & PURE	September 8, 2009	3679009
Nature's Best Distribution, LLC	THE NATURAL PRODUCTS DISTRIBUTOR	May 20, 2008	3,433,609
Kehe Distributors, LLC	CADIA	October 22, 2013	4,423,196
Kehe Distributors, LLC	CADIA	November 29, 2011	4,064,851
Kehe Distributors, LLC	CADIA	April 1, 9, 2013	4,319,026
Kehe Distributors, LLC	CADIA ABUNDANCE OF SIMPLICITY	January 17, 2012	4,089,150
Kehe Distributors, LLC	CADIA ABUNDANCE OF SIMPLICITY	March 24, 2015	4,708,478
Kehe Distributors, LLC	CARE TRADE	March 27, 2018	5,434,002
Kehe Distributors, LLC	GOODNESS FOLLOWS	May 16, 2017	5,205,739
Kehe Distributors, LLC	WE SERVE TO MAKE LIVES BETTER	March 7, 2017	5,157,531

Name of Grantor	Trademark	Registration Date	Registration Number
Tree of Life, LLC	TREE OF LIFE (and design)	September 5, 2017	5,281,598
Kehe Distributors, LLC	WE MAKE ON TREND EASY	July 28, 2015	4,782,431
Kehe Distributors, LLC	ON TREND	December 30, 2014	4661772
Kehe Distributors, LLC	KEHE DISTRIBUTORS	November 29, 2016	5091390
KeHE Distributors, LLC	KEHECONNECT	June 23, 2015	4760808
Kehe Distributors, LLC	KEHE	September 16, 2014	4604099
Kehe Distributors, LLC	KEHE	December 30, 2014	4664448
Kehe Distributors, LLC	CADIA	August 12, 2014	4584643
Kehe Distributors, LLC	CADIA	February 17, 2015	4687801
Kehe Distributors, LLC	KEHE CARES	February 4, 2020	5975111
Kehe Distributors, LLC	KEHE CARES (and design)	February 4, 2020	5975112
Kehe Distributors, LLC	KEHE SOLUTIONS	January 6, 2015	4665603
Kehe Distributors, LLC	WHERE KEHE GOES, GOODNESS FOLLOWS	October 18, 2016	5065914
Kehe Distributors, LLC	GOODNESS EXPRESS	January 21, 2020	5968031
Kehe Distributors, LLC	KEHE ENTERPRISES	October 5, 2021	6512029
Kehe Distributors, LLC	KEHE ENTERPRISES (AND DESIGN)	October 5, 2021	6512030
Kehe Distributors, LLC	DIVERSETRADE	September 21, 2021	6495259
Kehe Distributors, LLC	DIVERSE TRADE (AND DESIGN)	December 7, 2021	6578749
Kehe Distributors, LLC	MADE WITH (AND DESIGN) (#2)	May 18, 2021	6351669
Kehe Distributors, LLC	ON TREND (AND DESIGN)	December 7, 2021	6579079
Nature's Best Distribution, LLC	HEALTHBEST (and Design)	2828586	2828586

Name of Grantor	Trademark	Registration Date	Registration Number
Nature's Best Distribution, LLC	THE NATURAL PRODUCTS DISTRIBUTOR	May 20, 2008	3433609
Kehe Distributors, LLC	CADIA	February 17, 2015	4687801
DPI Specialty Foods West, Inc.	Design Only 	October 28, 1997	2109108
DPI Specialty Foods West, Inc.	MARIA MASCONI'S	August 26, 1997	2090969
DPI Specialty Foods, Inc.	DPI and Design 	June 29, 1993	1779242
DPI Specialty Foods, Inc.	DPI SPECIALTY FOODS Disclaimer: " <u>SPECIALTY FOODS</u> "	February 17, 2009	3576959
Kehe Food Distributors, Inc	GOODNESS FOLLOWS	May 16, 2017	5205739
Kehe Food Distributors, Inc	WE SERVE TO MAKE LIVES BETTER	March 7, 2017	5157531
Kehe Food Distributors, Inc	CARE TRADE	March 27, 2018	5434002
KeHE Distributors, LLC	CADIA	November 29, 2011	4064851
KeHE Distributors, LLC	CADIA (STYLIZED)	April 9, 2013	4319026
KeHE Distributors, LLC	CADIA (STYLIZED)	October 22, 2013	4423196
KeHE Distributors, LLC	CADIA ABUNDANCE OF SIMPLICITY logo	March 24, 2015	4708478
KeHE Distributors, LLC	CADIA ABUNDANCE OF SIMPLICITY logo	January 17, 2012	4089150
KeHE Distributors, LLC	CRAZY GOOD	May 30, 2023	7069120
KeHE Distributors, LLC	CRAZY GOOD (AND DESIGN)	May 30, 2023	7069119
KeHE Distributors, LLC	CARETRADE (AND DESIGN)	May 9, 2023	7045968
KeHE Distributors, LLC	MADE WITH (and design) (#3)	July 18, 2023	7110770
KeHE Distributors, LLC	KEHE CONNECT	July 4, 2023	7097171

Name of Grantor	Trademark	Registration Date	Registration Number
KeHE Distributors, LLC	KEHE CONNECT (AND DESIGN)	July 18, 2023	7111072
KeHE Distributors, LLC	KEHE CONNECT SUPPLIER	August 15, 2023	7136613
KeHE Distributors, LLC	KEHE CONNECT RETAILER	July 18, 2023	7115124
KeHE Distributors, LLC	KEHE CONNECT DIRECT	August 29, 2023	7148863
KeHE Distributors, LLC	KEHE ELEVATE	July 4, 2023	7100746
KeHE Distributors, LLC	KEHE CONNECT ENTERPRISE	July 18, 2023	7115195
Kehe Distributors, LLC	WHERE KEHE GOES, GOODNESS FOLLOWS	December 12, 2023	7239035
Trademark Transportation, LLC	TRADEMARK	February 6, 2007	3204879
Trademark Transportation, LLC	DRIVING THE DETAILS	February 6, 2007	3204880
KeHE Food Distributors, Inc.	WE MAKE ON TREND EASY	July 28, 2015	4782431
KeHE Distributors, LLC	CADIA (STYLIZED) (2021)	January 23, 2024	7288054

TRADEMARK APPLICATIONS

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
KeHE Distributors, LLC	EMPOWERING NEIGHBORHOOD GROCERS	September 8, 2021	97/016648
KeHE Distributors, LLC	CADIA (AND DESIGN) (TEXT BADGE)	October 21, 2021	97/085648
KeHE Distributors, LLC	EMPOWERING NEIGHBORHOOD GROCERS SINCE 2010	September 22, 2022	97/601981
KeHE Distributors, LLC	EMPOWERING NEIGHBORHOOD GROCERS SINCE 2010 (AND DESIGN)	September 22, 2022	97/601979