# CH \$340.00 345206

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM380143

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
EVANS FOOD GROUP LTD.		04/08/2016	Corporation: DELAWARE
SAVORY FOODS, INC.		04/08/2016	Corporation: OHIO
OLD VIENNA, L.L.C.		04/08/2016	Limited Liability Company: DELAWARE
EVANS FOOD PRODUCTS CO.		04/08/2016	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	BMO HARRIS BANK N.A., AS ADMINISTRATIVE AGENT		
Street Address:	111 W. MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		

### **PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	3452064	HOT DIGGETY'S
Registration Number:	3410377	LA TOÑITA
Registration Number:	2230908	CROOKED CREEK
Registration Number:	2492366	
Registration Number:	1257719	EVANS
Registration Number:	1261053	EVANS
Registration Number:	1245679	HOT & SPICY
Registration Number:	1193711	MAC'S
Registration Number:	0507876	OLD VIENNA
Registration Number:	1336963	ORIGINAL
Registration Number:	2423085	RED HOT RIPLETS
Registration Number:	2785360	PORKIES
Serial Number:	73371562	BAC'N CHIPS

### **CORRESPONDENCE DATA**

TRADEMARK

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**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:** 312.577.8574

**Email:** humberto.aquino@kattenlaw.com

Correspondent Name: HUMBERTO AQUINO C/O KATTEN MUCHIN

Address Line 1: 525 WEST MONROE STREET Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 207545-95

NAME OF SUBMITTER: HUMBERTO AQUINO

SIGNATURE: /HUMBERTO AQUINO/

DATE SIGNED: 04/11/2016

**Total Attachments: 3** 

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# GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "<u>Trademark Security Agreement</u>") is made as of April 8, 2016, by EVANS FOOD GROUP LTD., SAVORY FOODS, INC., OLD VIENNA, L.L.C., and EVANS FOOD PRODUCTS CO. (each individually a "<u>Grantor</u>" and collectively the "<u>Grantors</u>"), in favor of BMO HARRIS BANK N.A., in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, "<u>Grantee</u>").

WHEREAS, each Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached <u>Schedule A</u>, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "<u>Trademarks</u>");

WHEREAS, the Grantors have entered into a Pledge and Security Agreement, dated April 8, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of each Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

TRADEMARK
REEL: 005769 FRAME: 0142

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

FOOD
EVANS GOOD GROUP LTD.
$\mathcal{L}_{\mathcal{L}}$
Ву:
Name: Joseph C. Lawler
Title: Assistant Secretary
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SAVORY FOODS, INC., an Objo corporation
By:
Name: Joseph C. Lawler
Title: Assistant Secretary
T. C Delovere limited lighilit
OLD VIENNA, L.L.C., an Delaware limited liabilit
company
By: Evans Food Group Jd., its prember
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By: Name: Joseph C. Lawler
Title: Assistant Secretary
Title. Assistant beoletary
EVANS FOOD PRODUCTS CO., a Delaware
corporation
Corporation
By:
Name: Joseph C. Lawler
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Title: Assistant Secretary

# SCHEDULE A TO GRANT OF A SECURITY INTEREST

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner/ Applicant
HOT DIGGETY'S	77134143	3/19/07	3452064	6/24/08	Old Vienna LLC
LA TONITA	78569993	2/17/05	3410377	4/8/08	Evans Food Group, Ltd.
BAC'N CHIPS	73371562	6/25/82	1/15/85	1/15/85	Evans Food Products Co.
CROOKED CREEK	75493797	6/1/98	2230908	3/9/99	Evans Food Products Co.
DESIGN ONLY	76090826	7/18/00	2492366	9/25/01	Evans Food Products Co.
EVANS	73328735	9/18/81	1257719	11/15/83	Evans Food Products Co.
EVANS	73328736	9/18/81	1261053	12/13/83	Evans Food Products Co.
HOT & SPICY	73282292	10/20/80	1245679	7/12/83	Evans Food Products Co.
MAC'S	73164123	3/29/78	1193711	4/13/82	Evans Food Products Co.
OLD VIENNA	71537723	10/13/47	0507876	3/22/49	Old Vienna, L.L.C.
ORIGINAL	73327778	9/14/81	1336963	5/21/85	Evans Food Products Co.
RED HOT RIPLETS	75819827	10/12/99	2423085	1/23/01	Old Vienna, L.L.C.
PORKIES	76222545	03/09/2001	2785360	11/25/2003	Savory Foods, Inc

**RECORDED: 04/11/2016** 

TRADEMARK REEL: 005769 FRAME: 0144