

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440601

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INDIANA GROCERY GROUP, LLC		08/03/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	THE PRIVATEBANK AND TRUST COMPANY		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2847938	PAYLOW	
Registration Number:	1758908	ULTRA FOODS	
Registration Number:	1288324	ULTRA WAREHOUSE FOODS	
Serial Number:	87078530	INDIANA MADE	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>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.</i>			
Phone:	800-494-5225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F172259		
NAME OF SUBMITTER:	Andrew Nash		
SIGNATURE:	/Andrew Nash/		
DATE SIGNED:	08/24/2017		
Total Attachments: 25			

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COPYRIGHT, PATENT AND TRADEMARK SECURITY AGREEMENT

This Copyright, Patent and Trademark Security Agreement (the “Agreement”), dated as of August 3, 2017, is made by and between **INDIANA GROCERY GROUP, LLC**, a Delaware limited liability company (“Company”) and **THE PRIVATEBANK AND TRUST COMPANY**, an Illinois state chartered bank, and its successors and assigns (in such capacity “Administrative Agent”), as administrative agent for the Lenders (defined below), each having a business location at the address set forth below its signature.

RECITALS:

A. Company, Administrative Agent, and certain lender parties thereto (collectively, “Lenders”), among others, are parties to a Credit Agreement (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), dated the same date as of the date hereof, setting forth the terms on which the Lenders may now or hereafter extend credit to or for the account of Company. Company and Administrative Agent are also parties to a Security Agreement (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), dated the same date as the date hereof, pursuant to which Company, among others, has granted to Administrative Agent, for the benefit of the Lenders, a security interest in the Collateral (as defined in the Security Agreement).

B. As a condition to extending credit to or for the account of Company, Lenders have required the execution and delivery of this Agreement by Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, and to induce the Lenders to make the Loans pursuant to the Credit Agreement, Borrower and Administrative Agent hereby agree as follows:

1. Definitions. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement or the Security Agreement, as applicable. In addition, the following terms have the meanings set forth below:

“Copyrights” means all of each Company’s right, title and interest in and to all copyrightable works and all copyrights of Company and licenses thereunder, whether presently existing or hereafter arising, including but not limited to the registered copyrights, applications to register copyrights, and unregistered works (if any) listed on Exhibit A.

“Patents” means all of Company’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit B.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of Company’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit C.

2. Security Interest. Company hereby irrevocably pledges, assigns and transfers to Administrative Agent, for itself and the ratable benefit of the Lenders, and (to the extent provided herein) its/their respective Affiliates, a continuing security interest (the “Security Interest”) with power of sale to the extent permitted by law, in the Copyrights, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Security Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for itself and the ratable benefit of the Lenders, pursuant to the Security Agreement, and Company hereby acknowledges and agrees that the rights and remedies of Administrative Agent and the Lenders with respect to the Security Interests made and 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, including, without limitation, all representations, warranties and covenants with respect to Copyrights, Patents and Trademarks.

4. Termination. This Agreement shall terminate and the Security Interests shall be released upon the payment and performance in full of the Obligations pursuant to the terms of the Credit Agreement. Upon the termination of this Agreement, Administrative Agent, for itself and the Lenders, shall execute all documents, make all filings, and take all other actions reasonably requested by Company to evidence and record the release of the Security Interest on the Copyrights, Patents and Trademarks granted herein; provided that all such documents, filings and actions shall be in form and substance reasonably satisfactory to Administrative Agent and at Company’s sole cost and expense.

5. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

6. Governing Law. This Agreement shall be a contract made under and governed by the internal laws of the State of Illinois 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, the parties have executed this Copyright, Patent and Trademark Security Agreement as of the date written above.

INDIANA GROCERY GROUP, LLC, as
Company

By: *Strack*
Name: *Jeffrey Strack*
Its: *President*

Notices Address:

Indiana Grocery Group
2244 45th St. Highland, IN 46322
Attn: *Jeffrey Strack*
Tel: *219-961-9201*
Fax: *219-922-2163*
Email: *Strackjdes-vt.com*

[Signature Page to Copyright, Patent and Trademark Security Agreement]

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**THE PRIVATEBANK AND TRUST
COMPANY, as Administrative Agent**

By: Joshua Proctor

Name: Joshua Proctor

Its: Managing Director

Notices Address:

The PrivateBank and Trust Company

1401 South Brentwood Boulevard

St. Louis, Missouri 63144

Attn: Denise Abbott

Tel: (314) 301-2247

Email: dabbott@theprivatebank.com

[Signature Page to Copyright, Patent and Trademark Security Agreement]

EXHIBIT A

UNITED STATES ISSUED COPYRIGHTS

None.

UNITED STATES COPYRIGHT APPLICATIONS

None.

FOREIGN ISSUED COPYRIGHTS

None.

UNITED STATES COPYRIGHT APPLICATIONS

None.

EXHIBIT B

UNITED STATES ISSUED PATENTS

None.

UNITED STATES PATENT APPLICATIONS

None.

FOREIGN ISSUED PATENTS

None.

UNITED STATES PATENT APPLICATIONS

None.

EXHIBIT C

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS¹**

Registered Domain Names



Domain Name	Registrant/Organization	Registrar	Expiration Date
Strackandvantil.com	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	2/11/2018
Town-country-market.com	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	2/11/2018
indiana-made.com	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	8/2/2021
indiana-made.info	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	8/2/2021
indiana-made.net	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	8/2/2021
indiana-made.org	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	8/2/2021
indiana-made.us	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	8/1/2021
strackandvantil.biz	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	11/4/2020
strackandvantil.com	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	2/11/2018
strackandvantil.net	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	11/5/2020

¹ All of the right, title and interest in the Trademarks listed in this Exhibit C are being assigned to the Company upon closing of the Closing Date Acquisition (as defined in the Credit Agreement).

strackandvantil.org	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	11/5/2020
s-vt.com	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	8/13/2024
svtalerts.com	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	1/16/2019
svtalerts.net	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	1/16/2019
svtcharitygolf.com	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	4/1/2019
svteveryday.com	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	3/31/2018
svtgroceries.com	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	4/12/2018
svtjoy.com	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	11/10/2025
thesvtdifference.com	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	3/31/2018
town-country-market.biz	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	11/4/2020
town-country-market.com	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	2/11/2018
town-country-market.net	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	11/5/2020
town-country-market.org	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	11/5/2020

ultra-foods.biz	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	11/4/2020
ultra-foods.com	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	2/11/2018
ultrafoods.net	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	11/5/2020
ultra-foods.net	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	11/5/2020
ultra-foods.org	Richard Weber/Strack & Van Til	GoDaddy.com, LLC	11/5/2020

Registered Trademarks

Trademark	Country (State)	Status	Application Number	Application Date	Registration Number	Registration Date	Owner
PAYLOW	United States	Registered	76200279	1/26/2001	2847938	6/1/2004	SVT, LLC
ULTRA FOODS	United States	Registered	74214838	10/23/1991	1758908	3/16/1993	SVT, LLC
ULTRA WAREHOUSE FOODS	United States	Registered	73384545	9/10/1982	1288324	7/31/1984	SVT, LLC
ULTRA FOODS	(Illinois)	Registered			82351	7/14/1998	SVT, LLC
	(Indiana)	Registered			50100942	9/18/1991	SVT, LLC
ULTRA WAREHOUSE FOODS	(Indiana)	Registered			50094073	8/10/1981	SVT, LLC
KEY VALUE	(Indiana)	Registered			50090915	5/24/1976	SVT, LLC
	United States	Pending	87078530	6/21/2016			Strack & Van Til Supermarket, Inc.

Material Trademarks that are not Registered

Mark/Name	Owner
1. Strack & Van Til	Strack & Van Til Super Market, Inc.
2. Strack and Van Til	Strack & Van Til Super Market, Inc.
3. Strack & Van Til Food Market	Strack & Van Til Super Market, Inc.
4. Town & Country	Strack & Van Til Super Market, Inc.
5. Town & County Fresh Food Market The Freshest Way to Save	Strack & Van Til Super Market, Inc.
6. Ultra Fresh Foods	Strack & Van Til Super Market, Inc.
7. Currency Express	Strack & Van Til Super Market, Inc.

See attached as Exhibit A Intellectual Property logos that are not Registered.

EXHIBIT A

Intellectual Property Logos that are not Registered

See attached.

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Town & Country

FRESH FOOD MARKET

The freshest way to save!





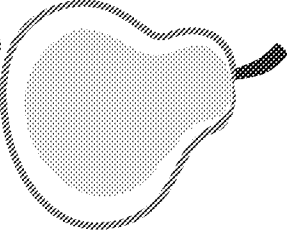


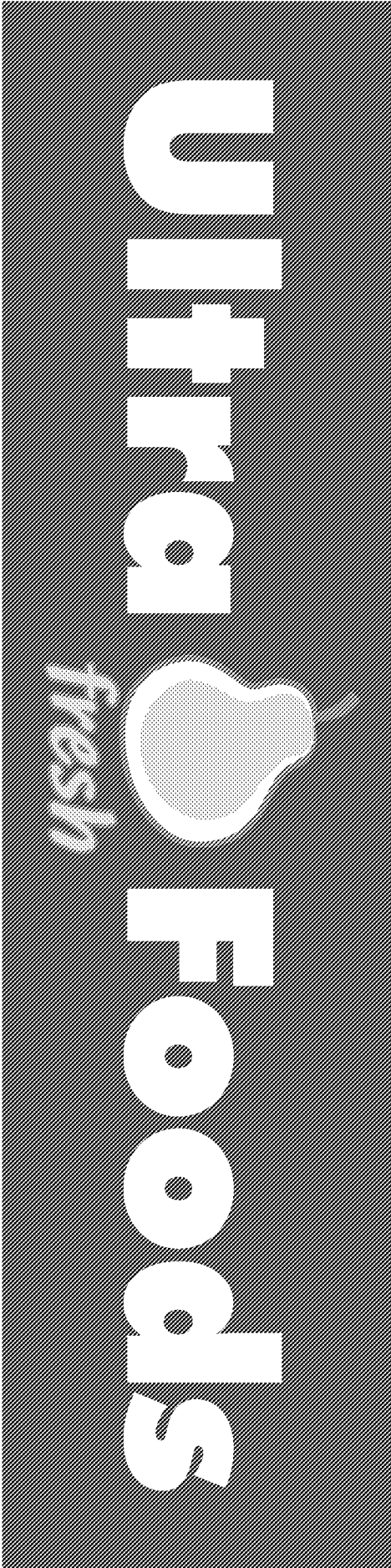
TOWN & COUNTRY

FRESH FOOD MARKET

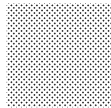
The freshest way to save!



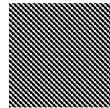
Ultra

fresh
Foods



Ultra Foods

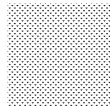


PMS 166c

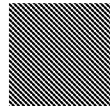


PMS 356c

Ultra Foods



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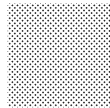
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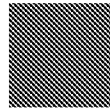


Ultra Foods

the freshest way to save



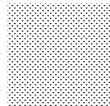
PMS 166c



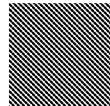
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Ultra Foods

the freshest way to save



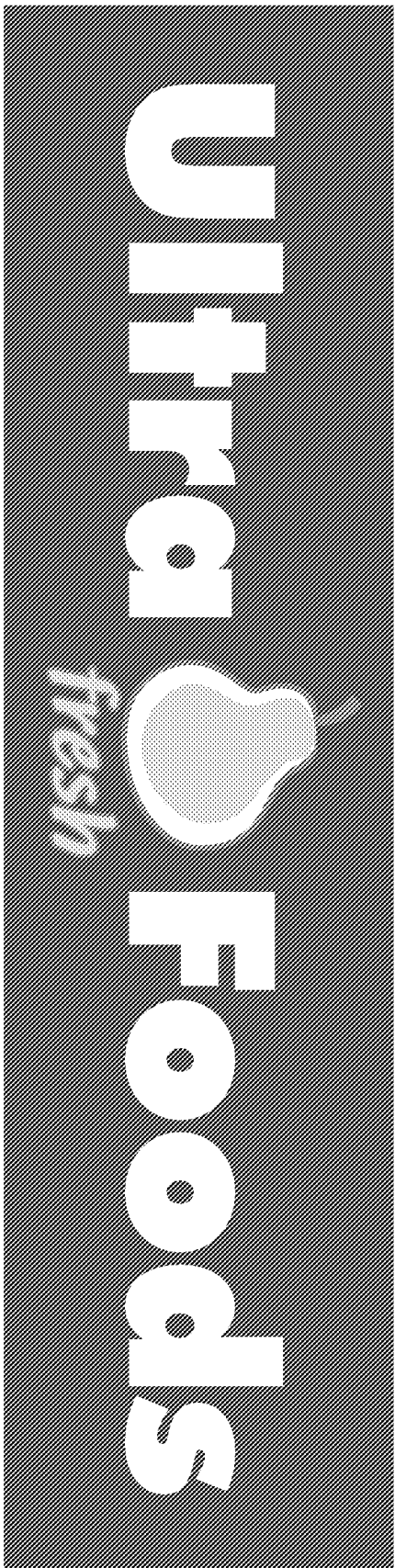
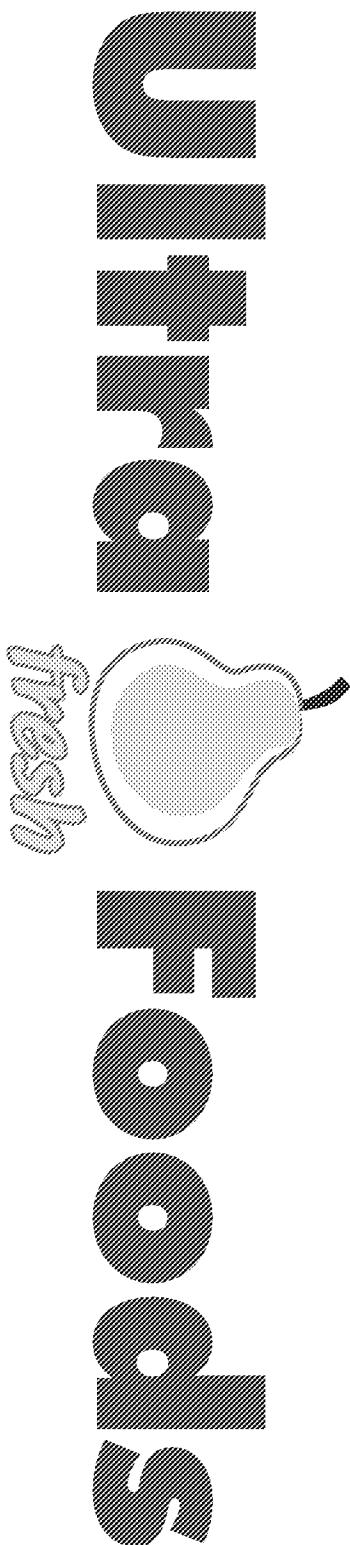
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Y = 100
K = 0



C = 91
M = 4
Y = 100
K = 25

NEW ULTRA FRESH FOODS LOGO

- PMS 356
- PMS 603
- PMS 361
- PMS 476



TRADEMARK

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RECORDED: 08/24/2017