

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM459033

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	LIEN		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SMG Holdings I, LLC		01/23/2018	Limited Liability Company:
Premier Food Services Management Group, Inc.		01/23/2018	Corporation:
SMG		01/23/2018	Corporation:
SMG Holdings II, LLC		01/23/2018	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nomura Corporate Funding Americas, LLC		
<b>Street Address:</b>	Worldwide Plaza 309, West 49th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0067362		
<b>Registration Number:</b>	0067361		
<b>Registration Number:</b>	2620072	CARRIAGE TRADE CATERING	
<b>Registration Number:</b>	2600495	CARRIAGE TRADE CATERING	
<b>Registration Number:</b>	3424671	K'NEKT	
<b>Registration Number:</b>	3372097	SAVOR . . .	
<b>Registration Number:</b>	2676373	PREMIER FOOD SERVICES	
<b>Registration Number:</b>	3032026	SMG	
<b>Registration Number:</b>	2024896	SMG	
<b>Registration Number:</b>	0081352		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128594000		
<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>			
<b>Phone:</b>	2128598000		
<b>Email:</b>	mark.konzelmann@friedfrank.com		
<b>TRADEMARK</b>			

CH \$265.00 0067362

**Correspondent Name:** Mark Konzelmann  
**Address Line 1:** 1 New York Plaza  
**Address Line 2:** Floor 26  
**Address Line 4:** New York, NEW YORK 10004

<b>NAME OF SUBMITTER:</b>	Mark Konzelmann
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<b>SIGNATURE:</b>	/Mark Konzelmann/
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<b>DATE SIGNED:</b>	01/23/2018
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**Total Attachments: 9**

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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement (this “Agreement”), dated as of January 23, 2018, is entered into by each of the undersigned (each, a “Grantor”) in favor of Nomura Corporate Funding Americas, LLC, as Collateral Agent (together with its successors, in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties (as defined in the Second Lien Pledge and Security Agreement described below).

**WHEREAS**, each Grantor has executed and delivered that certain Second Lien Pledge and Security Agreement, dated as of the date hereof, in favor of the Collateral Agent (as the same may be amended, restated, amended and restated or otherwise modified, the “Second Lien Pledge and Security Agreement”), pursuant to which such Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in and to the Trademark Collateral (as defined below).

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

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Second Lien Pledge and Security Agreement or the Credit Agreement referred to therein.

SECTION 2. Grant of Security Interest. Each Grantor hereby collaterally assigns, grants, mortgages and pledges to the Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title, or interest and wherever the same may be located (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of such Grantor’s Obligations (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

- (i) all U.S., State and foreign trademarks, trade names, trade dress corporate names, company names, business names, internet domain names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, designs and general tangibles of a like nature, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world;
- (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing;
- (iii) all extensions and renewals 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 goodwill;

(v) all Proceeds of the foregoing, including, without limitation, licenses, 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.

provided, however, that the foregoing shall not include any “intent-to-use” Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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 such intent-to-use Trademark 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 Collateral Agent for the ratable benefit of the Secured Parties pursuant to the Second Lien Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien 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 Second Lien Pledge and Security Agreement, the provisions of the Second Lien Pledge and Security Agreement shall control.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and enforced in accordance with, the Laws of the State of New York without regard to conflict of laws principles that would require application of the laws of another jurisdiction.

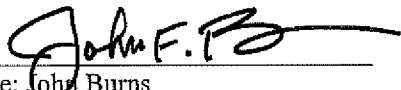
SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or .pdf), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 7. First Lien/Second Lien Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, (I) THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AGREEMENT ARE EXPRESSLY SUBJECT AND SUBORDINATE TO THE LIENS AND SECURITY INTERESTS GRANTED IN FAVOR OF THE SENIOR SECURED PARTIES (AS DEFINED IN THE FIRST LIEN/SECOND LIEN INTERCREDITOR AGREEMENT REFERRED TO BELOW), INCLUDING LIENS AND SECURITY INTERESTS GRANTED TO JEFFERIES FINANCE LLC, AS ADMINISTRATIVE AGENT AND/OR COLLATERAL AGENT, PURSUANT TO OR IN CONNECTION WITH THE FIRST LIEN CREDIT AGREEMENT, DATED AS OF JANUARY 23, 2018 AMONG HOLDINGS, THE BORROWERS, THE GUARANTORS FROM TIME TO TIME PARTY THERETO, THE LENDERS FROM TIME TO TIME PARTY THERETO, JEFFERIES FINANCE LLC, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT AND THE OTHER PARTIES THERETO, AS AMENDED, RESTATED, AMENDED AND RESTATED, EXTENDED,

SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AND (II) THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER IS SUBJECT TO THE LIMITATIONS AND PROVISIONS OF THE FIRST LIEN/SECOND LIEN INTERCREDITOR AGREEMENT DATED AS OF JANUARY 23, 2018, AMONG JEFFERIES FINANCE LLC, AS FIRST LIEN ADMINISTRATIVE AGENT, NOMURA CORPORATE FUNDING AMERICAS, LLC, AS SECOND LIEN ADMINISTRATIVE AGENT, EACH ADDITIONAL SECOND PRIORITY REPRESENTATIVE AND SENIOR REPRESENTATIVE FROM TIME TO TIME PARTY THERETO AND HOLDINGS, THE BORROWERS AND THEIR RESPECTIVE SUBSIDIARIES AND AFFILIATED ENTITIES PARTY THERETO. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE FIRST LIEN/SECOND LIEN INTERCREDITOR AGREEMENT AND THE TERMS OF THIS AGREEMENT, THE TERMS OF THE FIRST LIEN/SECOND LIEN INTERCREDITOR AGREEMENT SHALL GOVERN.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

SMG HOLDINGS I, LLC

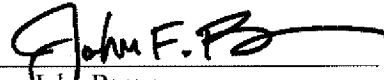
By:   
Name: John Burns  
Title: Secretary, Treasurer and Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006255 FRAME: 0517**

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

PREMIER FOOD SERVICES MANAGEMENT  
GROUP, INC.

By: 

Name: John Burns


Title: Vice President, Secretary and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 006255 FRAME: 0518

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

SMG

By: 

Name: John Burns

Title: Executive Vice President, Chief Financial Officer  
and Secretary

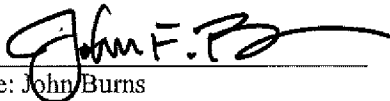
[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006255 FRAME: 0519**



IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

SMG HOLDINGS II, LLC

By: 

Name: John Burns

Title: Secretary, Treasurer and Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006255 FRAME: 0520**

NOMURA CORPORATE FUNDING  
AMERICAS, LLC, as Collateral Agent

By: 

Name: Lee Olive





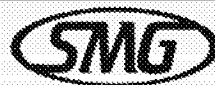
Title: Managing Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006255 FRAME: 0521**

SCHEDULE A

**TRADEMARKS**

Trademark	Owner	Jurisdiction	Registration No.	Registration Date
Carriage Trade Catering and Design 	Premier Food Services Management Group, Inc.	California	CA 67362	July 18, 2011
Premier Food Services and Design 	Premier Food Services Management Group, Inc.	California	CA 67361	July 18, 2011
	Premier Food Services Management Group, Inc.	United States	2620072	September 17, 2002
Carriage Trade Catering	Premier Food Services Management Group, Inc.	United States	2600495	July 30, 2002
k'nekt	SMG	United States	3424671	May 6, 2008
savor...	SMG General Partners SMG Holdings I, LLC and SMG Holdings II, LLC	United States	3372097	January 22, 2017
	Premier Food Services Management Group, Inc.	United States	2676373	January 21, 2003
	SMG	United States	3032026	December 20, 2005
SMG	SMG	United States	2024896	December 24, 1996
FIGS & PIGS	SMG HOLDINGS I, LLC, SMG HOLDINGS II, LLC, SMG	Massachusetts	81352	September 25, 2015