

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459812

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Amylu Foods, LLC		01/26/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wintrust Bank		
Street Address:	231 South LaSalle Street, 2nd Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	IL State Bank: ILLINOIS		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Serial Number:	86513870	CHICKEN CREATIONS BY AMYLU	
Registration Number:	4727795		
Serial Number:	86378125	APPETIZERS BY AMYLU	
Serial Number:	87207397	WRAP-AROUNDS	
Registration Number:	4489689	WRAP AROUNDS	
Registration Number:	4489599	WRAP-AROUNDS	
Registration Number:	5124548	CHICKEN BY AMYLU	
Registration Number:	5124549	CHICKEN BY AMYLU	
Registration Number:	4193882	MEATLOAF BY AMYLU	
Registration Number:	3739245	SLOTKOWSKI	
Registration Number:	3722199	BURGERS BY AMYLU	
Registration Number:	3733787	BURGERS BY AMYLU	
Registration Number:	3667320	MEATBALLS BY AMYLU	
Registration Number:	3667321	MEATBALLS BY AMYLU	
Registration Number:	3511103	LEON'S · SAUSAGE · FAMILY OWNED SINCE 19	
Registration Number:	3511104	LEON'S SAUSAGE COMPANY FAMILY OWNED SINC	
Registration Number:	3923468	ATK FOODS	
Registration Number:	3923470	SAUSAGES BY AMYLU	
Registration Number:	3923471	SAUSAGES BY AMYLU	
TRADEMARK			

OP \$590.00 86513870

Property Type	Number	Word Mark
Registration Number:	3923469	ATK FOODS
Registration Number:	3224216	A.K. GOURMET
Registration Number:	3224217	A.K. GOURMET
Registration Number:	2632083	MARTINI LINKS

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.

Email: emily.klump@clarivate.com

Correspondent Name: Andrea Gniadek

Address Line 1: 111 West Monroe Street

Address Line 2: Chapman and Cutler LLP

Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Emily Klump
SIGNATURE:	/Emily Klump/
DATE SIGNED:	01/29/2018

Total Attachments: 8

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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):

Amylu Foods, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

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

Execution Date(s) January 26, 2018

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wintrust Bank

Street Address: 231 South LaSalle Street, 2nd Floor

City: Chicago

State: Illinois

Country: USA Zip: 60604

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other IL State Bank Citizenship USA

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 Schedule A attached hereto and made a part hereof.

B. Trademark Registration No.(s)

See Schedule A attached hereto and made a part hereof.

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: Andrea Gniadek

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-6132

Docket Number: 4258414

Email Address: andruk@chapman.com

6. Total number of applications and registrations involved:

23

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

Signature

Andrea Gniadek, Project Assistant

Name of Person Signing

January 29, 2018

Date

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

8

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 COLLATERAL AGREEMENT

This 26th day of January, 2018, Amylu Foods, LLC, a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at 676 North Michigan Avenue, Suite 3400 Chicago, Illinois 60611, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Wintrust Bank ("*Wintrust*"), with its mailing address at 231 South LaSalle Street, 2nd Floor, Chicago, Illinois 60604, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Wintrust acting as such administrative agent and any successor(s) or assign(s) to Wintrust acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations as set out in that certain Security Agreement bearing even date herewith among Debtor, the other debtors party thereto and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set


forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

AMYLU FOODS, LLC

By

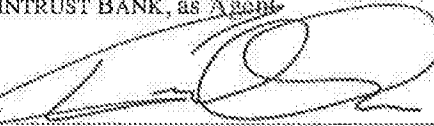

Name: Steven Zoll

Title: Chairman

[Signature page to Trademark Collateral Agreement]

Accepted and agreed to as of the date and year first above written.

WINTRUST BANK, as Agent

By 

Name: Ian Ormseth

Title: Commercial Banking Officer





[Signature Page to Trademark Collateral Agreement]

SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS

FEDERAL TRADEMARK REGISTRATIONS

Mark	Country	Class	App. No/ App. Date	Reg. No/ Reg. Date	Current Owner	Status
CHICKEN CREATIONS BY AMYLU	USPTO	29 30	86513870 26-JAN- 2015		ATK FOODS, INC.	Allowed (Pending) Intent to Use
<i>Design Only</i> 	USPTO	29	86458789 19-NOV- 2014	4727795 28-APR- 2015	ATK FOODS, INC.	Registered
APPETIZERS AMYLU	BY USPTO	29 30	86378125 27-AUG- 2014		ATK FOODS, INC.	Allowed (Pending) Intent to Use
WRAP-AROUNDS Wrap-Arounds	USPTO	30	87207397 18-OCT- 2016		ATK FOODS, INC.	Allowed (Pending) Intent to Use
WRAP AROUNDS Wrap-Arounds	USPTO	30	86006358 10-JUL- 2013	4489689 25-FEB- 2014	ATK FOODS, INC.	Registered
WRAP-AROUNDS	USPTO	30	85897584 08-APR- 2013	4489599 25-FEB- 2014	ATK FOODS, INC.	Registered
CHICKEN BY AMYLU	USPTO	29	85864126 01-MAR- 2013	5124548 17-JAN- 2017	ATK FOODS, INC.	REGISTERED
CHICKEN BY AMYLU	USPTO	29	85864135 01-MAR- 2013	5124549 17-JAN- 2017	ATK FOODS, INC.	REGISTERED

Mark	Country	Class	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
						
MEATLOAF AMYLU	BY	USPTO	29 85501071 21-DEC- 2011	4193882 21-AUG- 2012	ATK FOODS, INC.	Registered
SLOTKOWSKI		USPTO	29 77743598 22-MAY- 2009	3739245 19-JAN- 2010	ATK FOODS, INC.	Registered Section 2(F)
BURGERS BY AMYLU		USPTO	29 77738561 15-MAY- 2009	3722199 08-DEC- 2009	ATK FOODS, INC.	Registered
BURGERS BY AMYLU 		USPTO	29 77738570 15-MAY- 2009	3733787 05-JAN- 2010	ATK FOODS, INC.	Registered
MEATBALLS AMYLU	BY	USPTO	29 77318458 31-OCT- 2007	3667320 11-AUG- 2009	ATK FOODS, INC.	Registered
MEATBALLS AMYLU 	BY	USPTO	29 77318465 31-OCT- 2007	3667321 11-AUG- 2009	ATK FOODS, INC.	Registered
LEON'S · SAUSAGE · FAMILY OWNED SINCE 1924 CHICAGO 		USPTO	29 77297515 05-OCT- 2007	3511103 07-OCT- 2008	ATK FOODS, INC.	Registered
LEON'S SAUSAGE COMPANY FAMILY		USPTO	29 77297567 05-OCT-	3511104 07-OCT-	ATK FOODS,	Registered

Mark	Country	Class	App. No/ App. Date	Reg. No/ Reg. Date	Current Owner	Status
OWNED SINCE 1924 CHICAGO 			2007	2008	INC.	
ATK FOODS ATKFOODS	USPTO	29	77263583 24-AUG- 2007	3923468 22-FEB- 2011	ATK FOODS, INC.	Registered
SAUSAGES BY AMYLU	USPTO	29	77263636 24-AUG- 2007	3923470 22-FEB- 2011	ATK FOODS, INC.	Registered
SAUSAGES BY AMYLU 	USPTO	29	77263652 24-AUG- 2007	3923471 22-FEB- 2011	ATK FOODS, INC.	Registered
ATK FOODS	USPTO	29	77263597 24-AUG- 2007	3923469 22-FEB- 2011	ATK FOODS, INC.	Registered
A.K. GOURMET	USPTO	29	78720995 27-SEP- 2005	3224216 03-APR- 2007	ATK FOODS, INC.	Renewed (Registered)
A.K. GOURMET 	USPTO	29	78720996 27-SEP- 2005	3224217 03-APR- 2007	ATK FOODS, INC.	Renewed (Registered)
MARTINI LINKS	USPTO	29	75537601 17-AUG- 1998	2632083 08-OCT- 2002	ATK FOODS, INC.	Renewed (Registered)