

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM507510

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lipari Foods Operating Company, LLC		01/28/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC, as Collateral Agent		
Street Address:	225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	75729537	WILMOT FARMS	
Serial Number:	75253468	THE DELI SOURCE	
Serial Number:	75253469	HEART OF DAIRYLAND	
CORRESPONDENCE DATA			
Fax Number:	2125562222		
<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:	2127905315		
Email:	dnelson@kslaw.com		
Correspondent Name:	Danielle Nelson c/o King & Spalding LLP		
Address Line 1:	1185 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	22939.515080		
NAME OF SUBMITTER:	Danielle Nelson		
SIGNATURE:	/s/ Danielle Nelson		
DATE SIGNED:	01/28/2019		
Total Attachments: 5			
source=KKR_Lipari - Deli Source - Trademark Security Agreement [Executed]#page1.tif			
source=KKR_Lipari - Deli Source - Trademark Security Agreement [Executed]#page2.tif			

CH \$90.00 75729537

source=KKR_Lipari - Deli Source - Trademark Security Agreement [Executed]#page3.tif
source=KKR_Lipari - Deli Source - Trademark Security Agreement [Executed]#page4.tif
source=KKR_Lipari - Deli Source - Trademark Security Agreement [Executed]#page5.tif

GRANT OF
SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Agreement”), effective as of January 28, 2019, is made by Lipari Foods Operating Company, LLC, a Delaware limited liability company, located at 26661 Bunert Road, Warren, Michigan 48089 (the “Grantor”), in favor of Cortland Capital Market Services LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the banks and other financial institutions or entities (the “Lenders”) from time to time parties to the Credit Agreement, dated as of January 4, 2019 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Lipari Parent, Inc., a Delaware corporation (“Holdings”), Lipari Merger Sub, LLC, a Delaware limited liability company (the “Initial Borrower”), Lipari Foods Operating Company, LLC a Delaware limited liability company (the “Borrower”), the Guarantors from time to time party thereto, the Lenders and Cortland Capital Market Services LLC, as Administrative Agent and Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered the Guarantee and Collateral Agreement, dated as of January 4, 2019, in favor of the Collateral Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks (other than any Excluded Property);

WHEREAS, the Grantor has acquired additional Trademarks in connection with the Asset Purchase Agreement dated as of the date hereof, among The Deli Source, Inc, the stockholders of The Deli Source, Inc., the Grantor and Lipari Parent Holdings, L.P.; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Grantor's right, title and interest in, to and under the Trademarks (including those items listed on Schedule A hereto but excluding any Excluded Property) (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LIPARI FOODS OPERATING COMPANY, LLC,
as Grantor

By 

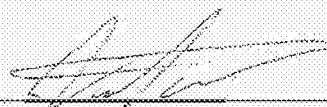
Name: Curtis Groves

Title: Chief Financial Officer

TRADEMARK

REEL: 006540 FRAME: 0202

CORTLAND CAPITAL MARKET SERVICES LLC, as
Collateral Agent

By: 
Name: Joseph Mascherin
Title: Associate Counsel

Schedule A

U.S. and foreign Trademark Registrations and Applications
and U.S. and foreign exclusive Trademark Licenses

Owner	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date
Lipari Foods Operating Company, LLC	Wilmot Farms	2416561	December 26, 2000	75729537	June 16, 1999
Lipari Foods Operating Company, LLC	The Deli Source	2134481	February 3, 1998	75253468	March 7, 1997
Lipari Foods Operating Company, LLC	Heart of Dairyland	2795066	December 16, 2003	75253469	March 7, 1997