

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM512010

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Luce Foods LLC		02/28/2019	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Administrative Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1402405	CHOCOLATE INDULGENCE	
Registration Number:	3521236	SAPORE SENSUALE	
Registration Number:	2881402	SABOR SENSUAL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3125778467		
Email:	rebecca.paul@kattenlaw.com		
Correspondent Name:	Rebecca A. Paul c/o Katten Muchin		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Rebecca A. Paul		
SIGNATURE:	/Rebecca A. Paul/		
DATE SIGNED:	02/28/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "*Trademark Security Agreement*") is made as of February 28, 2019, by LUCE FOODS LLC, a New Jersey limited liability company ("*Grantor*"), in favor of BMO HARRIS BANK N.A., in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, "*Grantee*").

WHEREAS, the 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 Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "*Trademarks*");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated February 28, 2019 (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 Grantor has granted to the Grantee for the benefit of the Credit Parties (as defined in the Security Agreement), a security interest in all right, title and interest of the 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, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Credit Parties, a 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.

The 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.


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IN WITNESS WHEREOF, the 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.

GRANTOR:

LUCE FOODS LLC

By: _____


Name: Steven Flyer

Title: Vice President

ACCEPTED AND AGREED:

BMO HARRIS BANK N.A., as Administrative Agent

By: 
Name: Tara Cuprisin
Its: Managing Director

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations and Applications

Country	Mark	App. No./Date	Reg. No./Date	Goods/Services	Status
U.S.	CHOCOLATE INDULGENCE	73/566,942 11/4/85	1402405 7/22/86	Cakes and cupcakes in Class 30	Registered
U.S.	SAPORE SENSUALE	77/054,364 11/20/06	3521236 10/21/08	Desserts, namely, cream cakes, mousse, pies, pastries, pudding, soufflé, cannoli, cannoli cake, gelato and tartuffo in Class 30	Registered
U.S.	SABOR SENSUAL	78/213,736 2/12/03	2881402 9/7/04	Spanish, Italian and other ethnic desserts, namely, raspberry, Belgian chocolate, panna cotta, dulce de leche, mango, passion fruit, coconut, and banana flavored mousses; Spanish, Italian and other ethnic desserts, namely, tiramisu, toasted almond and tres leches cup cakes in Class 30	Registered