

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM514047

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CTI FOODS HOLDING CO., LLC		03/13/2019	Limited Liability Company: DELAWARE
CTI SAGINAW I, LLC		03/13/2019	Limited Liability Company: TEXAS
LIGURIA FOODS, INC.		03/13/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BARCLAY'S BANK PLC		
<b>Street Address:</b>	745 SEVENTH AVENUE		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	PUBLIC LIMITED COMPANY: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5411028	CTI FOODS	
<b>Registration Number:</b>	5442067	LIGURIA FOODS EST. 1974	
<b>Registration Number:</b>	4595883	LIGURIA FOODS	
<b>Registration Number:</b>	4022326	LIGURIA	
<b>Registration Number:</b>	3711972	BEIRMEISTER	
<b>Registration Number:</b>	3714813	GRATIFICA	
<b>Registration Number:</b>	1690370	LIGURIA LIGURIA	
<b>Registration Number:</b>	1670852	LIGURIA	
<b>Serial Number:</b>	87478994	CHEF TRUSTED INNOVATION	
<b>Registration Number:</b>	342328	AQUILA D'ORO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6508385109		
<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>	650-838-3743		
<b>Email:</b>	jlik@shearman.com		

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**Correspondent Name:** Puja Dave  
**Address Line 1:** 599 Lexington Avenue  
**Address Line 2:** Shearman & Sterling LLP  
**Address Line 4:** New York, NEW YORK 10022

**ATTORNEY DOCKET NUMBER:** 632-108

**NAME OF SUBMITTER:** PUJA DAVE

**SIGNATURE:** /PUJA DAVE/

**DATE SIGNED:** 03/13/2019

**Total Attachments: 7**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 13, 2019, is made by each entity listed as Grantor on the signature pages hereto (each a “**Grantor**”), collectively, the “**Grantors**”), in favor of Barclays Bank PLC (“**Barclays**”), in its capacity as collateral agent for the Secured Parties under the Security Agreement referred to below (the “**Agent**”).

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of March 13, 2019, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors, the Agent and certain other parties thereto, in order to secure payments of certain Secured Obligations (as defined in the Revolving Credit Agreement (as such term is defined in the Security Agreement)), each Grantor has assigned, pledged and granted to the Agent a continuing security interest in and to all of (i) its Trademarks and Trademark applications, including, without limitation, the Trademarks and Trademark applications listed on Schedule I hereto, (ii) its Patents and Patent applications, including, without limitation, the Patents and Patent applications listed on Schedule II hereto and (iii) its Copyrights and Copyright applications, including, without limitation, the Copyrights listed on Schedule III hereto, in each case solely, to the extent the same constitute Collateral (as defined in the Security Agreement) (the “**Intellectual Property**”). Until the Termination Date (as defined in the Revolving Credit Agreement), the Agent shall retain its security interest in the Intellectual Property granted herein and in the Security Agreement.


NOW, THEREFORE, for the consideration set forth herein and in the Security Agreement, the parties hereby agree that the Grantors, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants the Agent a lien on and security interest in, all of its right, title and interest in, to and under the Intellectual Property.

FOR THE AVOIDANCE OF DOUBT, notwithstanding any other provision of this agreement, the Grantors do not grant any lien on or any security interest in any of the Excluded Assets (as defined in the Security Agreement). Additionally, unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CTI FOODS HOLDING CO., LLC  
CTI SAGINAW I, LLC  
LIGURIA FOODS, INC.,  
each as a Grantor,

By:   
Name: John Zabala  
Title: Treasurer

[Signature Page to DIP IP Security Agreement]

**TRADEMARK**  
**REEL: 006589 FRAME: 0567**

ACCEPTED AND ACKNOWLEDGED BY:



BARCLAYS BANK PLC  
as Agent



By:   
Name: Gary Sultan  
Title: Managing Director

**Schedule I  
Trademarks**

*U.S. Trademark Registrations*

1. Registrations

Mark	Status	Reg. No. / App. No.	Reg. Date / App. Date / Renewal date	Owner
CTI Foods (& Design)  	Registered	5411028	02/27/2018	CTI Foods Holding Co., LLC
LIGURIA FOODS EST. 1974 (& Design)  	Registered	5442067	04/10/2018	Liguria Foods, Inc.
LIGURIA FOODS (& Design)	Registered	4595883	09/02/2014	Liguria Foods, Inc.

				
LIGURIA	Registered	4022326	09/06/2011	Liguria Foods, Inc.
BEIRMEISTER	Registered	3711972	11/17/2009	Liguria Foods, Inc.
GRATIFICA	Registered	3714813	11/24/2009	Liguria Foods, Inc.
LIGURIA LIGURIA (& Design) 	Registered	1690370	06/02/1992  Renewed: 06/02/2012	Liguria Foods, Inc.
LIGURIA	Registered	1670852	12/31/1991  Renewed: 12/31/2011	Liguria Foods, Inc.
CHEF TRUSTED INNOVATION	Allowed	87/478994	06/07/2017	CTI Foods Holding Co., LLC
AQUILA D'ORO (& Design)  <b>AQUILA D'ORO</b>	Registered	0342328	01/12/1937  Renewed: 01/12/2017	Liguria Foods, Inc.

2. Applications

None.

**Schedule II**  
**Patents**

*United States Patent Registrations*

1. Registrations

No.	TITLE	Reg. No.	Issue Date	App. No.	Filing Date	Owner
1.	METHOD FOR PRODUCING A DEHYDRATED WHOLE FOOD PRODUCT	7074444	07/11/2006	10300197	11/19/2002	CTI SAGINAW I, LLC
2.	METHOD AND SYSTEM FOR PRODUCING A DEHYDRATED WHOLE FOOD PRODUCT	7029716	04/18/2006	10745365	12/23/2003	CTI SAGINAW I, LLC
3.	APPARATUS FOR PRODUCING A RECONSTITUTABLE DEHYDRATED FOOD PRODUCT	6220150	04/24/2001	09641754	08/16/2000	CTI SAGINAW I, LLC
4.	METHOD FOR PRODUCING A RECONSTITUTABLE DEHYDRATED FOOD PRODUCT	6482457	11/19/2002	09640297	08/16/2000	CTI SAGINAW I, LLC
5.	METHOD FOR PRODUCING A DEHYDRATED WHOLE FOOD PRODUCT	RE41885	10/26/2010	12148108	04/16/2008	CTI SAGINAW I, LLC

2. Applications

None.



**Schedule III**  
**Copyrights**

*United States Copyright Registrations*

1. Registrations

None.

2. Applications

None.