

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514079

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CTI Foods Holding Co., LLC		03/13/2019	Limited Liability Company: DELAWARE
Liguria Foods, Inc.		03/13/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	CORTLAND CAPITAL MARKET SERVICES LLC, as Agent
Street Address:	225 West Washington Street
Internal Address:	9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5411028	CTI FOODS
Registration Number:	5442067	LIGURIA FOODS EST. 1974
Registration Number:	4595883	LIGURIA FOODS
Registration Number:	4022326	LIGURIA
Registration Number:	3711972	BEIRMEISTER
Registration Number:	3714813	GRATIFICA
Registration Number:	1690370	LIGURIA LIGURIA
Registration Number:	1670852	LIGURIA
Registration Number:	0342328	AQUILA D'ORO
Serial Number:	87478994	CHEF TRUSTED INNOVATION

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Melony Sot

TRADEMARK

Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1057735 TM AGMT

NAME OF SUBMITTER: Theresa Volano

SIGNATURE: /Theresa Volano/

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 as debtors and debtors-in-possession under Chapter 11 of the Bankruptcy Code (each a “**Grantor**”), collectively, the “**Grantors**”), in favor of Cortland Capital Market Services LLC in its capacity as collateral agent for the Secured Parties under the DIP Security Agreement referred to below (the “**Agent**”).

WHEREAS, pursuant to that certain Pledge and Security Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**DIP 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 DIP Term Credit Agreement (as such term is defined in the DIP 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 DIP Security Agreement) (the “**Intellectual Property**”). Until the Termination Date (as defined in the DIP Term Credit Agreement), the Agent shall retain its security interest in the Intellectual Property granted herein and in the DIP Security Agreement.


NOW, THEREFORE, for the consideration set forth herein and in the DIP 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 does not grant any lien on or security interest in any of the Excluded Assets (as defined in the DIP Security Agreement). Additionally, unless otherwise defined herein, terms defined in the DIP Security Agreement and used herein have the meaning given to them in the DIP 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 SAGINAW I, LLC
as Grantor

By: 
Name: John Zabala
Title: Treasurer

LIGURIA FOODS, INC.
as Grantor

By: 
Name: John Zabala
Title: Treasurer

CTI FOOD HOLDING CO., LLC
as Grantor

By: 
Name: John Zabala
Title: Treasurer

CORTLAND CAPITAL MARKET
SERVICES LLC, as Agent




By: 
Name: Emily Ergang Pappas



Title: Associate Counsel

Schedule I Trademarks

U.S. Trademark Registrations

1. Registrations

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

No.	Mark	Status	Reg. No. / App. No.	Reg. Date / App. Date / Renewal date	Owner
4.	LIGURIA	Registered	4022326	09/06/2011	Liguria Foods, Inc.
5.	BEIRMEISTER	Registered	3711972	11/17/2009	Liguria Foods, Inc.
6.	GRATIFICA	Registered	3714813	11/24/2009	Liguria Foods, Inc.
7.	LIGURIA LIGURIA (& Design) 	Registered	1690370	06/02/1992 Renewed: 06/02/2012	Liguria Foods, Inc.
8.	LIGURIA	Registered	1670852	12/31/1991 Renewed: 12/31/2011	Liguria Foods, Inc.
9.	CHEF TRUSTED INNOVATION	Allowed	87/478994	06/07/2017	CTI Foods Holding Co., LLC
10.	AQUILA D'ORO (& Design) 	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.