# CH \$90.00 492

ETAS ID: TM516548

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE:** 

**NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
VANLAW FOOD PRODUCTS, INC.		03/29/2019	Corporation: CALIFORNIA

# **RECEIVING PARTY DATA**

Name:	BMO Harris Bank N.A., as Administrative Agent		
Street Address:	111 W. 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:	4924945	CALIFORNIA CLASSICS
Registration Number:	1544645	CALIFORNIA CLASSICS
Registration Number:	2046661	HAWAIIAN CLASSICS

# **CORRESPONDENCE DATA**

**Fax Number:** 2129408776

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:** 212-940-6562

**Email:** joanne.arnold@kattenlaw.com

Correspondent Name: Joanne BL Arnold

Address Line 1: Katten Muchin Rosenman LLP

**Address Line 2:** 575 Madison Avenue

Address Line 4: New York, NEW YORK 10022-2585

NAME OF SUBMITTER:	SUBMITTER: Joanne BL Arnold	
SIGNATURE:	/Joanne BL Arnold/	
DATE SIGNED:	03/29/2019	

# **Total Attachments: 3**

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## **GRANT OF A SECURITY INTEREST -- TRADEMARKS**

This Trademark Security Agreement (this "<u>Trademark Security Agreement</u>") is made as of March 29, 2019, by VANLAW FOOD PRODUCTS, INC., a California corporation ("<u>Grantor</u>"), in favor of BMO HARRIS BANK N.A., in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, "<u>Grantee</u>").

WHEREAS, 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 <u>Schedule A</u>, 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 December 6, 2017 (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 Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of 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, Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing 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.

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, 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.

VANLAW FOOD PRODUCTS, INC.

By: Marie Him All Hon Little:

Trademark Security Agreement

# SCHEDULE A TO GRANT OF A SECURITY INTEREST

Mark	Application No.	Application Date	Registration No.	Registration Date
CALIFORNIA CLASSICS AND DESIGN	85/803,571	14-DEC- 2012	4924945	29-MAR- 2016
CALIFORNIA CLASSICS	73/686,219	24-SEP- 1987	1544645	20-JUN- 1989
Hawaiian Classics	75/012,303	27-OCT- 1995	2046661	18-MAR- 1997

**RECORDED: 03/29/2019**