

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517935

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cedars Mediterranean Foods, Inc.		12/12/2018	Corporation: NEW HAMPSHIRE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	87136587	KNOW BETTER HOMMUS	
Registration Number:	5399761	CEDAR'S CHICKPEA KITCHEN	
Registration Number:	5399760	CEDAR'S CHICKPEA KITCHEN	
Registration Number:	5109003	CEDAR'S	
Registration Number:	4682910	MEDITERRANEAN INFUSIONS	
Registration Number:	4629750	MEDITERRANEAN INFUSIONS	
Registration Number:	4128345	CEDAR'S	
Registration Number:	3267128	SIMPLY DELICIOUS CEDAR'S	
Registration Number:	3289317	CEDAR'S SIMPLY DELICIOUS	
Registration Number:	2452536	NATURAL SELECT	
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>			
Email:	devin.rodriques@clarivate.com		
Correspondent Name:	Gregory T. Pealer		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		

OP \$265.00 87136587

NAME OF SUBMITTER:	Gregory T. Pealer
SIGNATURE:	/Devin Rodrigues/
DATE SIGNED:	04/08/2019
Total Attachments: 6 source=Trademark Collateral Agreement 4835-4916-3906 v1[1]#page1.tif source=Trademark Collateral Agreement 4835-4916-3906 v1[1]#page2.tif source=Trademark Collateral Agreement 4835-4916-3906 v1[1]#page3.tif source=Trademark Collateral Agreement 4835-4916-3906 v1[1]#page4.tif source=Trademark Collateral Agreement 4835-4916-3906 v1[1]#page5.tif source=Trademark Collateral Agreement 4835-4916-3906 v1[1]#page6.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Cedars Mediterranean Foods, Inc.

- Individual(s) Association
- Partnership Limited Partnership
- Corporation- State: New Hampshire
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 12, 2018

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BMO Harris Bank N.A., as Agent

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Individual(s) Citizenship _____
- Association Citizenship United States
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Gregory T. Pealer

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-2955

Docket Number: 4271086

Email Address: pealer@chapman.com

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: , for Chapman and Cutler LLP

Signature

April 8, 2018

Date

Gregory T. Pealer, Senior Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK COLLATERAL AGREEMENT

This 12th day of December, 2018, Cedars Mediterranean Foods, Inc., a New Hampshire corporation (“*Debtor*”) with its principal place of business and mailing address at 50 Foundation Avenue, Ward Hill, Massachusetts 01835, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO Harris Bank N.A., a national banking association, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the secured creditors identified and defined in the Security Agreement referred to below (as such administrative agent and its successors and assigns in such capacity, the “*Secured Party*”), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

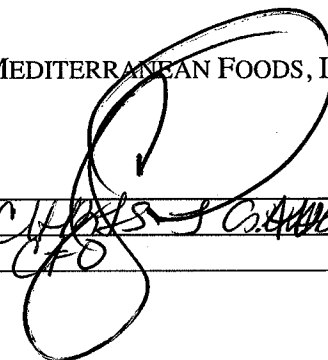
to secure the payment and performance of all Secured Obligations as set out in that certain Security Agreement bearing even date herewith among Debtor, the other parties executing such Security Agreement as a “*Debtor*” and Secured Party, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use Applications*”), but rather, if and so long as Debtor’s Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.


IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CEDARS MEDITERRANEAN FOODS, INC.

By 
Name CHARLES J. CANDELLE
Title CEO

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as Secured Party as
aforesaid

By  _____

Name C. Scott Place
Title Director




SCHEDULE A

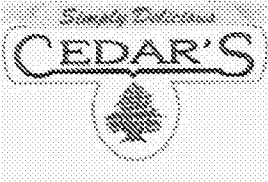

TO TRADEMARK COLLATERAL AGREEMENT

U.S. FEDERAL APPLICTIONS

<u>Mark</u>	<u>Reg./App No.</u>	<u>Reg./Filing Date</u>
KNOW BETTER HOMMUS	87/136,587	August 12, 2016

U.S. FEDERAL REGISTRATIONS

CEDAR'S CHICKPEA KITCHEN	5,399,761	February 13, 2018
	5,399,760	February 13, 2018
CEDAR'S	5,109,003	December 27, 2016
	4,682,910	February 3, 2015
MEDITERRANEAN INFUSIONS	4,629,750	October 28, 2014
	4.128.345	April 17, 2012

	3,267,128	July 24, 2007
CEDAR'S SIMPLY DELICIOUS	3,289,317	September 11, 2007
	2,452,536	May 22, 2001

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