

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522267

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|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| SEQUENCE: | 4 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------------|----------|----------------|--|
| CTI Foods Holding Co., LLC | | 05/03/2019 | Limited Liability Company: DELAWARE |
| Liguria Foods, LLC | | 05/03/2019 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | Cortland Capital Market Services LLC, as Agent |
| Street Address: | 225 West Washington Street , 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: | 5692493 | CHEF TRUSTED INNOVATION |
| Registration Number: | 0342328 | AQUILA D'ORO |

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

TRADEMARK

Correspondent Name: MELONY SOT
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: 1077767 TM

NAME OF SUBMITTER: Theresa Volano

SIGNATURE: /Theresa Volano/

DATE SIGNED: 05/06/2019

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 3, 2019, is made by each entity listed as Grantor on the signature pages hereto (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 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 “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 Senior Secured Term Loan 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 Senior Secured Term Loan 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 does not grant any lien on or 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.

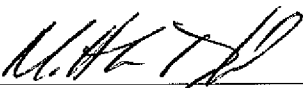
[Signature Pages Follow]

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, LLC,
each as a Grantor,

By: 
Name: John Zabala
Title: Treasurer




CORTLAND CAPITAL MARKET
SERVICES LLC, as Agent

By: 
Name: Matthew Trybula
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, LLC |
| 3. | LIGURIA FOODS (& Design)  | Registered | 4595883 | 09/02/2014 | Liguria Foods, LLC |

| No. | Mark | Status | Reg. No. / App. No. | Reg. Date / App. Date / Renewal date | Owner |
|-----|--|------------|------------------------|---|----------------------------------|
| 4. | LIGURIA | Registered | 4022326 | 09/06/2011 | Liguria Foods, LLC |
| 5. | BEIRMEISTER | Registered | 3711972 | 11/17/2009 | Liguria Foods, LLC |
| 6. | GRATIFICA | Registered | 3714813 | 11/24/2009 | Liguria Foods, LLC |
| 7. | LIGURIA LIGURIA (& Design)  | Registered | 1690370 | 06/02/1992 Renewed: 06/02/2012 | Liguria Foods, LLC |
| 8. | LIGURIA | Registered | 1670852 | 12/31/1991 Renewed: 12/31/2011 | Liguria Foods, LLC |
| 9. | CHEF TRUSTED INNOVATION | Registered | 5692493 | 03/05/2019 | CTI Foods Holding Co., LLC |
| 10. | AQUILA D'ORO (& Design)  | Registered | 0342328 | 01/12/1937 Renewed: 01/12/2017 | Liguria Foods, LLC |

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.