

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM567910

<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>
FORTUNE INTERNATIONAL, LLC I		01/17/2020	Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sumitomo Mitsui Banking Corporation		
<b>Street Address:</b>	277 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10172		
<b>Entity Type:</b>	Corporation: JAPAN		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5308011	COASTAL SEAFOOD	
<b>Registration Number:</b>	5235442	HANGTOWN OYSTERS WEST COAST TO CHICAGO C	
<b>Registration Number:</b>	5161145	HANGTOWN	
<b>Registration Number:</b>	5208162	FARMERETTE CHEESE WWW.FARMERETTECHEESE.C	
<b>Registration Number:</b>	5160795	NORTH ROAD	
<b>Registration Number:</b>	5212409	OLD 1871 OYSTERS LIVE SHELLFISH KEEP COL	
<b>Registration Number:</b>	5212408	OLD 1871	
<b>Registration Number:</b>	5208065	CHEF MARTIN	
<b>Registration Number:</b>	5320422	CHEF MARTIN OLD WORLD BUTCHER SHOP SAUSA	
<b>Registration Number:</b>	5198642	COASTAL SEAFOODS	
<b>Registration Number:</b>	5111281	FARMERETTE	
<b>Registration Number:</b>	5156877	EAT BETTER SAUSAGE	
<b>Registration Number:</b>	4898932	MERIBELLE	
<b>Registration Number:</b>	4465901	OLD 1871	
<b>Serial Number:</b>	88697583	JUBILEE	
<b>Serial Number:</b>	88697617	SOUTHERN SUPREME	
<b>Serial Number:</b>	88534144	CLASSIC PROVISIONS INC. CP	
<b>Serial Number:</b>	88523931	CLASSIC PROVISIONS INC. CP	

CH \$465.00 5308011

**CORRESPONDENCE DATA****Fax Number:**

*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:** 4155911000**Email:** TrademarksSF@winston.com**Correspondent Name:** Laura M. Franco, Winston & Strawn LLP**Address Line 1:** 101 California Street**Address Line 4:** San Francisco, CALIFORNIA 94111

<b>NAME OF SUBMITTER:</b>	Laura M. Franco
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<b>SIGNATURE:</b>	/Laura M. Franco/
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<b>DATE SIGNED:</b>	03/19/2020
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**Total Attachments: 6**

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## Intellectual Property Security Agreement

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of January 17, 2020 (this “*Trademark Security Agreement*”), is made by FORTUNE INTERNATIONAL, LLC, an Illinois limited liability company (the “*Grantor*”), in favor of SUMITOMO MITSUI BANKING CORPORATION, as administrative agent and collateral agent (in such respective capacities, together with its successors and permitted assigns, the “*Administrative Agent*”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below

**WHEREAS**, BRUCE INTERMEDIATE LLC, a Delaware limited liability company, NEMO MERGER SUB LLC, an Illinois limited liability company (the “*Initial Borrower*”), FORTUNE INTERNATIONAL, LLC, an Illinois limited liability company (the “*Ultimate Borrower*”, and, together with the Initial Borrower, the “*Borrower*”) the financial institutions from time to time parties thereto as lenders (the “*Lenders*”) and the Administrative Agent have entered into a Revolving Credit and Term Loan Agreement, dated as of January 17, 2020 (as amended, restated, amended and restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time in accordance with its terms, the “*Credit Agreement*”);

**WHEREAS**, in connection with the Credit Agreement, the Grantor and certain of other Persons, have entered into the Guaranty and Security Agreement, dated as of January 17, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the “*Guaranty and Security Agreement*”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Trademark Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

**Section 1** **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

**Section 2** **Grant of Security Interest in Trademark Collateral.** The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity), by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the “*Trademark Collateral*”):

(i) all of its Trademarks referred to on Schedule I hereto, excluding any intent-to-use trademark applications that are Excluded Assets.

**Section 3** **Guaranty and Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and

granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event of any conflict or inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

**Section 4**     **Counterparts.** This Trademark Security 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**Section 5**     **Governing Law.** This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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

**FORTUNE INTERNATIONAL, LLC**

By: 

Name: Stephen Miller

Title: President

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 006895 FRAME: 0687**

Acknowledged and Agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:**

**SUMITOMO MITSUI BANKING CORPORATION,**  
as Administrative Agent

By:   
Name: \_\_\_\_\_  
Title: **GLENN AUTORINO**  
**MANAGING DIRECTOR**

**SCHEDULE I**

**Trademarks**

**I. REGISTERED TRADEMARKS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
COASTAL SEAFOOD	U.S.	87149325	24-AUG-2016	5308011	10-OCT-2017
HANGTOWN OYSTERS WEST COAST TO CHICAGO CONTENTS: 60 EACH LIVE SEAFOOD KEEP COLD GROWN & PACKED FOR FORTUNE FISH CO., CHICAGO	U.S.	87148144	23-AUG-2016	5235442	04-JUL-2017
HANGTOWN	U.S.	87148134	23-AUG-2016	5161145	14-MAR-2017
FARMERETTE CHEESE WWW.FARMERETTECHEESE.COM FORTUNE GOURMET FOODS CO. CHICAGO, IL	U.S.	87148210	23-AUG-2016	5208162	23-MAY-2017
NORTH ROAD	U.S.	87129246	05-AUG-2016	5160795	14-MAR-2017
OLD 1871 OYSTERS LIVE SHELLFISH KEEP COLD GROWN & PACKED FOR FORTUNE FISH COMPANY CHICAGO CONTENTS 50 EACH VIRGINIA TO CHICAGO	U.S.	87129291	05-AUG-2016	5212409	30-MAY-2017
OLD 1871	U.S.	87129280	05-AUG-2016	5212408	30-MAY-2017
CHEF MARTIN	U.S.	87129313	05-AUG-2016	5208065	23-MAY-2017
CHEF MARTIN OLD WORLD BUTCHER SHOP SAUSAGE	U.S.	87129340	05-AUG-2016	5320422	31-OCT-2017
COASTAL SEAFOODS	U.S.	87129376	05-AUG-2016	5198642	09-MAY-2017
FARMERETTE	U.S.	86930322	06-MAR-2016	5111281	27-DEC-2016
EAT BETTER SAUSAGE	U.S.	86673836	25-JUN-2015	5156877	07-MAR-2017
MERIBELLE	U.S.	85950711	04-JUN-2013	4898932	09-FEB-2016
OLD 1871	U.S.	85950723	04-JUN-2013	4465901	14-JAN-2014

## II. TRADEMARK APPLICATIONS

<b>Mark</b>	<b>Jurisdiction</b>	<b>Application No.</b>	<b>Application Date</b>
JUBILEE	U.S.	88697583	19-NOV-2019
SOUTHERN SUPREME	U.S.	88697617	19-NOV-2019
CP CLASSIC PROVISIONS INC.	U.S.	88534144	24-JUL-2019
CLASSIC PROVISIONS INC. CP	U.S.	88523931	19-JUL-2019