

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570389

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Grecian Delight Foods, Inc.		04/03/2020	Corporation: DELAWARE
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: 34			
Property Type	Number	Word Mark	
Registration Number:	5608567		
Registration Number:	5681891	READYCARVED AUTHENTIC MADE EASY	
Registration Number:	5662121	AUTHENTIC MADE EASY	
Registration Number:	5162617	OLD WORLD GYROS	
Registration Number:	5576257	GRECIAN DELIGHT	
Registration Number:	5576258	100% GREEK. 100% DELIGHT.	
Registration Number:	5007997	LIFESTYLE POWER	
Registration Number:	5083258	MARIA'S GREEK DELIGHTS	
Registration Number:	4818064	MARIA'S MEDITERRANEAN DELIGHTS	
Registration Number:	4833728		
Registration Number:	4823547	HUMMUS PLUS	
Registration Number:	4823545	HUMMUS +	
Registration Number:	4655068	GRECIAN DELIGHT	
Registration Number:	4708819	MED FRESH TAVERNA	
Registration Number:	4403080	EDUCATING PEOPLE ON GREEK AND MEDITERRAN	
Registration Number:	4077799	ONE REPUBLIC FLATBREADS BY GRECIAN DELIG	
Registration Number:	4077800	MANY CHOICES. ONE REPUBLIC.	
Registration Number:	4077801	MANY CHOICES. ONE REPUBLIC.	
Registration Number:	4077747	ONE REPUBLIC	

CH \$865.00 5608567

Property Type	Number	Word Mark
Registration Number:	3903455	ARTURO'S
Registration Number:	3837312	GRECIAN DELIGHT CHICAGO STYLE GYROS
Registration Number:	3791671	THE LEADING QUALITY MANUFACTURER & MARKE
Registration Number:	3164454	ARTURO'S OF CHICAGO
Registration Number:	3279315	YOUR SOURCE FOR EVERYTHING MEDITERRANEAN
Registration Number:	3722394	OPAA! BRAND
Registration Number:	2887031	FEISTY FETA
Registration Number:	2244953	PITA WRAPS
Registration Number:	1960058	"A DASH OF OOPA IN EVERY BITE"
Registration Number:	2103738	THE GYROS CLASSIC
Registration Number:	1787232	MEDITERRANEAN MENU ADVENTURE
Registration Number:	1504163	GRECIAN DELIGHT
Registration Number:	1371600	PITA FOLDS
Registration Number:	1274443	ATHENIAN GYROS
Registration Number:	1147300	GRECIAN DELIGHT

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312-577-8438

Email: raquel.haleem@katten.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	04/03/2020

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), dated April 3, 2020, is among the Person listed on the signature page hereof (the “Grantor”) and BMO Harris Bank N.A., as Administrative Agent (the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Kronos Bid Corp, a Delaware corporation, and Kronos Midco LLC, a Delaware limited liability company, have entered into the Credit Agreement, dated as of February 6, 2020 (as amended by the First Amendment to Credit Agreement dated as of April 3, 2020 and as otherwise amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the Lenders, the Swing Line Lender, the L/C Issuers and the Administrative Agent. Terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event a term is defined differently in the Credit Agreement and the Security Agreement, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, pursuant to the Credit Agreement, the Grantor has executed and delivered that certain Security Agreement Supplement, dated as of April 3, 2020, by and among the Grantor and the Administrative Agent (the “Security Agreement Supplement”), which supplements that certain Security Agreement, dated as of February 6, 2020, by and among the grantors identified therein and the Administrative Agent (as supplemented by the Security Agreement Supplement and as otherwise amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement Supplement, the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed thereunder to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other appropriate domestic governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full, of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in and to the following to the extent governed by, arising under, pursuant to, or by virtue of, the Laws of the United States of America or any state thereof (the “Collateral”):

- (i) all patents and patent applications, and all improvements thereto (“Patents”);
- (ii) all trademarks, trademark applications, service marks, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, and all general intangibles of like nature whether registered or unregistered, together, in each case, with the goodwill symbolized thereby (“Trademarks”);
- (iii) all copyrights, including, without limitation, copyrights in Computer Software (as defined in the Security Agreement), internet web sites and the content thereof, whether registered or unregistered (“Copyrights”);
- (iv) all registrations and applications for registration for any of the foregoing in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, including, without limitation, the registrations and applications for registration of United States intellectual

property set forth in Schedule I hereto (as may be supplemented from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof; and

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (v), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Assets, including, but not limited to, any intent-to-use trademark applications prior to the filing, and acceptance by the United States Patent and Trademark Office, of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, if any, to the extent that, and solely during the period in which, the grant of a security interest therein prior to such filing and acceptance would impair the validity or enforceability of such intent-to-use trademark applications or the resulting trademark registrations under applicable federal law.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by the Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the effects of Debtor Relief Laws.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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 of a signature page to this Agreement by telecopier or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral 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 the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. This IP Security Agreement shall constitute a "Loan Document" for all purposes under the Credit Agreement and the other Loan Documents.

SECTION 6. Governing Law; Jurisdiction; Etc. i) **GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

(a) SUBMISSION TO JURISDICTION. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS FOR ITSELF AND ITS PROPERTY TO THE EXCLUSIVE GENERAL JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK (THE "FEDERAL DISTRICT COURT") AND APPELLATE COURTS FROM EITHER OF THEM, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH PARTY HERETO AGREES THAT THE AGENTS AND LENDERS RETAIN THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION IN CONNECTION WITH THE EXERCISE OF ANY RIGHTS UNDER THIS IP SECURITY AGREEMENT OR THE ENFORCEMENT OF ANY JUDGMENT; PROVIDED THAT NOTHING IN THIS IP SECURITY AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE (I) ADMINISTRATIVE AGENT OR ANY OTHER AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS (IN WHICH CASE ANY PARTY SHALL BE ENTITLED TO ASSERT ANY CLAIM OR DEFENSE, INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 6 WOULD OTHERWISE REQUIRE TO BE ASSERTED IN A LEGAL ACTION OR PROCEEDING IN A NEW YORK COURT), OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE ADMINISTRATIVE AGENT, (II) ANY PARTY FROM BRINGING ANY LEGAL ACTION OR PROCEEDING IN ANY JURISDICTION FOR THE RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT, AND (III) IN THE EVENT A LEGAL ACTION OR PROCEEDING IS BROUGHT AGAINST ANY PARTY HERETO OR INVOLVING ANY OF ITS ASSETS OR PROPERTY IN ANOTHER COURT (WITHOUT ANY COLLUSIVE ASSISTANCE BY SUCH PARTY OR ANY OF ITS SUBSIDIARIES OR AFFILIATES), SUCH PARTY FROM ASSERTING A CLAIM OR DEFENSE (INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 6 WOULD OTHERWISE REQUIRE TO BE ASSERTED IN A LEGAL ACTION OR PROCEEDING IN A NEW YORK COURT) IN ANY SUCH ACTION OR PROCEEDING.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.


(c) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(d) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(d) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.


[Remainder of the page intentionally left in blank]

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

GRECIAN DELIGHT FOODS, INC.,
as Grantor

By: 
Name: Ryan Schweet
Title: Vice President & Secretary

BMO HARRIS BANK N.A.,
as Administrative Agent

By: 
Name: Zachary Duloc
Title: Director

SCHEDULE I
INTELLECTUAL PROPERTY

PATENTS

None.

TRADEMARKS

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
Design Only	GRECIAN DELIGHT FOODS, INC.	87746903	08-JAN-2018	5608567	13-NOV-2018
READYCARVED AUTHENTIC MADE EASY	GRECIAN DELIGHT FOODS, INC.	87746913	08-JAN-2018	5681891	19-FEB-2019
AUTHENTIC MADE EASY	GRECIAN DELIGHT FOODS, INC.	87392719	30-MAR-2017	5662121	22-JAN-2019
OLD WORLD GYROS	GRECIAN DELIGHT FOODS, INC.	86921507	26-FEB-2016	5162617	14-MAR-2017
GRECIAN DELIGHT	GRECIAN DELIGHT FOODS, INC.	86909341	16-FEB-2016	5576257	02-OCT-2018
100% GREEK. 100% DELIGHT.	GRECIAN DELIGHT FOODS, INC.	86909398	16-FEB-2016	5576258	02-OCT-2018
LIFESTYLE POWER	GRECIAN DELIGHT FOODS, INC.	86852838	17-DEC-2015	5007997	26-JUL-2016
MARIA'S GREEK DELIGHTS	GRECIAN DELIGHT FOODS, INC.	86707345	28-JUL-2015	5083258	15-NOV-2016
MARIA'S MEDITERRANEAN DELIGHTS	GRECIAN DELIGHT FOODS, INC.	86591104	08-APR-2015	4818064	22-SEP-2015
Design Only	GRECIAN DELIGHT FOODS, INC.	86514518	26-JAN-2015	4833728	13-OCT-2015
HUMMUS PLUS	GRECIAN DELIGHT FOODS, INC.	86355052	01-AUG-2014	4823547	29-SEP-2015
HUMMUS+	GRECIAN DELIGHT FOODS, INC.	86355043	01-AUG-2014	4823545	29-SEP-2015
GRECIAN DELIGHT	GRECIAN DELIGHT FOODS, INC.	86043660	21-AUG-2013	4655068	16-DEC-2014
MED FRESH TAVERNA	GRECIAN DELIGHT FOODS, INC.	85925234	07-MAY-2013	4708819	24-MAR-2015

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
EDUCATING PEOPLE ON GREEK AND MEDITERRANEAN FOOD, ONE SERVING AT A TIME	GRECIAN DELIGHT FOODS, INC.	85841893	06-FEB-2013	4403080	17-SEP-2013
ONE REPUBLIC FLATBREADS BY GRECIAN DELIGHT FOODS	GRECIAN DELIGHT FOODS, INC.	85111077	19-AUG-2010	4077799	27-DEC-2011
MANY CHOICES. ONE REPUBLIC.	GRECIAN DELIGHT FOODS, INC.	85111081	19-AUG-2010	4077800	27-DEC-2011
MANY CHOICES. ONE REPUBLIC.	GRECIAN DELIGHT FOODS, INC.	85111118	19-AUG-2010	4077801	27-DEC-2011
ONE REPUBLIC	GRECIAN DELIGHT FOODS, INC.	85080568	08-JUL-2010	4077747	27-DEC-2011
ARTURO'S	GRECIAN DELIGHT FOODS, INC.	85024247	27-APR-2010	3903455	11-JAN-2011
GRECIAN DELIGHT CHICAGO STYLE GYROS	GRECIAN DELIGHT FOODS, INC.	77907941	08-JAN-2010	3837312	24-AUG-2010
THE LEADING QUALITY MANUFACTURER & MARKETER OF AUTHENTIC GREEK AND SPECIALTY MEDITERRANEAN FOODS	GRECIAN DELIGHT FOODS, INC.	77724768	29-APR-2009	3791671	18-MAY-2010
ARTURO'S OF CHICAGO	GRECIAN DELIGHT FOODS, INC.	76639929	02-JUN-2005	3164454	31-OCT-2006
YOUR SOURCE FOR EVERYTHING MEDITERRANEAN	GRECIAN DELIGHT FOODS, INC.	78436052	16-JUN-2004	3279315	14-AUG-2007
OPAA! BRAND	GRECIAN DELIGHT FOODS, INC.	78229634	25-MAR-2003	3722394	08-DEC-2009
FEISTY FETA	GRECIAN DELIGHT FOODS, INC.	76364622	30-JAN-2002	2887031	21-SEP-2004
PITA WRAPS	GRECIAN DELIGHT FOODS, INC.	75231359	27-JAN-1997	2244953	11-MAY-1999
A DASH OF OOPA IN EVERY BITE	GRECIAN DELIGHT FOODS, INC.	74632677	10-FEB-1995	1960058	05-MAR-1996
THE GYROS CLASSIC	GRECIAN DELIGHT FOODS, INC.	74552616	22-JUL-1994	2103738	07-OCT-1997

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Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
MEDITERRANEAN MENU ADVENTURE	GRECIAN DELIGHT FOODS, INC.	74338446	09-DEC-1992	1787232	10-AUG-1993
GRECIAN DELIGHT	GRECIAN DELIGHT FOODS, INC.	73630737	17-NOV-1986	1504163	13-SEP-1988
PITA FOLDS	GRECIAN DELIGHT FOODS, INC.	73539687	28-MAY-1985	1371600	19-NOV-1985
ATHENIAN GYROS	GRECIAN DELIGHT FOODS, INC.	73351730	24-FEB-1982	1274443	17-APR-1984
GRECIAN DELIGHT	GRECIAN DELIGHT FOODS, INC.	73182767	21-AUG-1978	1147300	17-FEB-1981

Schedule I-3

AMERICAS 102464070

RECORDED: 04/03/2020

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