

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636523

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Air Culinaire Worldwide, LLC		03/31/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	901 Main Street, 11th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4380193		
Registration Number:	2637294	AIR CHEF	
Registration Number:	2666346	AIR CULINAIRE... "CELEBRATING FOOD IN FL	
Registration Number:	4442624	AIR CULINAIRE WORLDWIDE	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<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>			
Phone:	2109787487		
Email:	venisa.dark@haynesboone.com		
Correspondent Name:	Venisa Dark, Haynes and Boone LLP		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
NAME OF SUBMITTER:	Venisa Dark		
SIGNATURE:	/Venisa Dark/		
DATE SIGNED:	04/02/2021		
Total Attachments: 5			
source=2021-03-31 Trademark Security Agreement from Air Culinaire Worldwide LLC to Bank of America NA#page1.tif			

OP \$115.00 4380193

source=2021-03-31 Trademark Security Agreement from Air Culinaire Worldwide LLC to Bank of America
NA#page2.tif

source=2021-03-31 Trademark Security Agreement from Air Culinaire Worldwide LLC to Bank of America
NA#page3.tif

source=2021-03-31 Trademark Security Agreement from Air Culinaire Worldwide LLC to Bank of America
NA#page4.tif

source=2021-03-31 Trademark Security Agreement from Air Culinaire Worldwide LLC to Bank of America
NA#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2021 (this "Agreement"), is made by Air Culinaire Worldwide, LLC, a Delaware limited liability company (the "Grantor"), and Bank of America, N.A., as lender ("Lender"). Reference is made to the Loan and Security Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Grantor as a Borrower, the other Borrowers and Guarantor party thereto and Lender.

Lender has agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Loan Agreement. The obligation of Lender to make certain accommodations to the Borrowers under the Loan Agreement is conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from such accommodations and is willing to execute and deliver this Agreement in order to induce Lender to make such accommodations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Loan Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor pursuant to the Loan Agreement did, and hereby does, grant to Lender, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Grantor or in, to or under which the Grantor now has or at any time hereafter may acquire any right, title or interest:

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, and all extensions or renewals thereof, including those listed on Schedule I hereto, excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;
- (b) all goodwill associated therewith or symbolized thereby; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Furtherance of Interests. The security interests granted to Lender herein are granted in furtherance, and not in limitation of the security interests granted to Lender pursuant to the Loan Agreement and the other Loan Documents. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Trademark Collateral are

more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in multiple counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. GOVERNING LAW. THIS AGREEMENT AND ALL CLAIMS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTOR:

AIR CULINAIRE WORLDWIDE, LLC,
as Grantor

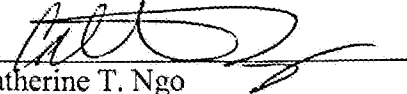
By: _____

Name: Cliff Smith

Title: Chief Executive Officer

LENDER:

BANK OF AMERICA, N.A., as Lender

By: 
Name: Catherine T. Ngo
Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

Mark	Jurisdiction	Registration No.	Registration Date	Owner	Cutout Status	Next Action Date
	United States	4,380,193	08/06/2013	Air Culinaire Worldwide, LLC	Registered	N/A
Air Chef	United States	2,637,294	10/15/2002	Air Culinaire Worldwide, LLC	Registered	N/A
	United States	2,666,346	12/24/2002	Air Culinaire Worldwide, LLC	Registered	N/A
Air Culinaire Worldwide	United States	4,442,624	12/03/2013	Air Culinaire Worldwide, LLC	Registered	N/A
Air Culinaire Worldwide	European Community	1147708	01/07/2013	Air Culinaire Worldwide, LLC	Registered	N/A
Airplane Logo	European Community	1147956	01/07/2013	Air Culinaire Worldwide, LLC	Registered	N/A