

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM711938

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZB Importing, LLC		02/09/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Administrative Agent and Collateral Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	6195082	ALAFIA	
Registration Number:	5913231	ZIYAD	
Registration Number:	5895508	LIYYE	
Registration Number:	6081317	LIYYA	
Registration Number:	5791904	DOÑA MARTA	
Registration Number:	5320244	SULTAN	
Registration Number:	4861165	DOLMAS	
Registration Number:	5525118	HUMMUS SNACK TO GO	
Registration Number:	4091041	AL DAFFA	
Registration Number:	4088257	SULTAN	
Registration Number:	3261000	GREEN MEADOW	
Registration Number:	3178570	HUMMUS TO GO!	
Registration Number:	3060596	WILD GARDEN	
Registration Number:	2441259	ALAFIA	
Registration Number:	2136001	ROYAL WORLD	
Registration Number:	2137477	SULTAN	
Registration Number:	2174152		
Registration Number:	2122699		
Registration Number:	2172138	CHEF'S PREMIUM	

CH \$565.00 6195082

Property Type	Number	Word Mark
Registration Number:	2118766	DANA
Registration Number:	2068569	ZIYAD
Registration Number:	2068570	ZIYAD

CORRESPONDENCE DATA

Fax Number: 3125774565

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: 312-577-8265

Email: kristin.brozovic@katten.com

Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe St

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337285-204
NAME OF SUBMITTER:	Kristin brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	03/03/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 9, 2022 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by ZB IMPORTING, LLC, a Delaware limited liability company (the “**Grantor**”) in favor of **ARES CAPITAL CORPORATION**, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns in such capacities, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of February 9, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As collateral security for the payment or performance when due of the Secured Obligations, including the Guaranteed Obligations, the Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided* that, the Trademark Collateral shall not include any Excluded Assets (such as any intent-to-use Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration that issues therefrom under applicable federal law):

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, 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 (“**USPTO**”), including the registrations and registrations applications listed in Schedule A

hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor; and all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for any past, present and future infringements, dilutions, misappropriations or other violations thereof,

(iii) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and

(iv) all other rights, priorities and privileges corresponding to the foregoing throughout the world, and

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations); *provided* that the security interest in the Trademark Collateral may also be released pursuant to Section 6.11(c) of the Security Agreement. Upon the termination of this Trademark Security Agreement, the Collateral Agent, at the expense of the Grantor, shall promptly execute all documents and take all other actions reasonably requested by the Grantor to evidence and record the release of the security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW

YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. The words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

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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.

GRANTOR:

ZB IMPORTING, LLC

By: Nassem Ziyad
Name: Nassem Ziyad
Title: Chief Executive Officer


{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 007649 FRAME: 0228

Agreed to and acknowledged
as of the date first listed above:



COLLATERAL AGENT:

ARES CAPITAL CORPORATION

By: 
Name: Mark Affolter
Title: Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT


TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	Owner ¹	Application No. & Filing Date	Registration No. & Date	Status
ALAFIA	USA	ZB Importing, LLC	88891342; 4/28/2020	6195082; 11/10/2020	Registered
ZIYAD	USA	ZB Importing, LLC	88381502; 4/11/2019	5913231; 11/19/2019	Registered
LIYYE	USA	ZB Importing, LLC	88379845; 4/10/2019	5895508; 10/29/2019	Registered
LIYYA	USA	ZB Importing, LLC	88379885; 4/10/2019	6081317; 6/16/2020	Registered
DONA MARTA	USA	ZB Importing, LLC	87945178; 6/1/2018	5791904; 7/2/2019	Registered
SULTAN	USA	ZB Importing, LLC	87057983; 6/2/2016	5320244; 10/31/2017	Registered
DOLMAS and Design ² 	USA	ZB Importing, LLC	86559127; 3/10/2015	4861165; 11/24/2015	Registered
HUMMUS SNACK TO GO	USA	ZB Importing, LLC	86453812; 11/13/2014	5525118; 7/24/2018	Registered
AL DAFFA ³	USA	ZB Importing, LLC	85354351; 6/23/2011	4091041; 1/24/2012	Registered
SULTAN	USA	ZB Importing, LLC	77622756; 11/26/2008	4088257; 1/17/2012	Registered (Renewed)
GREEN MEADOW	USA	ZB Importing, LLC	78964016; 8/30/2006	3261000; 7/10/2007	Registered (Renewed)
HUMMUS TO GO!	USA	ZB Importing, LLC	78683737; 8/2/2005	3178570; 11/28/2006	Registered (Renewed)
WILD GARDEN	USA	ZB Importing, LLC	76366254; 1/31/2002	3060596; 2/21/2006	Registered (Renewed)
ALAFIA	USA	ZB Importing, LLC	75429724; 2/6/1998	2441259; 4/3/2001	Registered (Renewed)
ROYAL WORLD	USA	ZB Importing, LLC	75275125; 4/15/1997	2136001; 2/10/1998	Registered (Renewed)
SULTAN	USA	ZB Importing, LLC	75275771; 4/15/1997	2137477; 2/17/1998	Registered (Renewed)
Design Only 	USA	ZB Importing, LLC	75006431; 10/16/1995	2174152; 7/21/1998	Registered (Renewed)

¹ Title update from ZB Importing, Inc. (an Illinois corporation) to ZB Importing, LLC (a Delaware limited liability company) has not yet been recorded with the USPTO.

² Dolmas is an inactive brand and the Company does not plan to file a 6 year Declaration of Continued Use.

³ Al Daffa is an inactive brand and the Company does not intend to renew it.

Mark	Country	Owner ¹	Application No. & Filing Date	Registration No. & Date	Status
Design Only 	USA	ZB Importing, LLC	75000854; 10/2/1995	2122699; 12/23/1997	Registered (Renewed)
CHEF'S PREMIUM	USA	ZB Importing, LLC	75000857; 10/2/1995	2172138; 7/14/1998	Registered (Renewed)
DANA	USA	ZB Importing, LLC	75000858; 10/2/1995	2118766; 12/9/1997	Registered (Renewed)
ZIYAD	USA	ZB Importing, LLC	75000859; 10/2/1995	2068569; 6/10/1997	Registered (Renewed)
ZIYAD	USA	ZB Importing, LLC	75000860; 10/2/1995	2068570; 6/10/1997	Registered (Renewed)