

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM716806

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CTI FOODS HOLDING CO., LLC		03/18/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA. N.A., AS AGENT		
Street Address:	333 SOUTH HOPE STREET		
Internal Address:	SUITE 1300		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5411028	CTI FOODS	
Registration Number:	5692493	CHEF TRUSTED INNOVATION	
CORRESPONDENCE DATA			
Fax Number:	2138910400		
<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:	213-891-0700		
Email:	pnulud@buchalter.com, mmandel@buchalter.com, shinojosa@buchalter.com		
Correspondent Name:	PHILIP NULUD/MONICA MANDEL/SIGI HINOJOSA		
Address Line 1:	1000 Wilshire Boulevard		
Address Line 2:	Suite 1500		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	B0660-0115		
NAME OF SUBMITTER:	V. MONICA MANDEL		
SIGNATURE:	/V. Monica Mandel/		
DATE SIGNED:	03/25/2022		
Total Attachments: 8			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 18, 2022, is made by each entity listed as Grantor on the signature pages hereto (each a “**Grantor**”), collectively, the “**Grantors**”), in favor of Bank of America, N.A. (“**Bank of America**”), in its capacity as administrative agent and collateral agent for the Secured Parties under the Security Agreement referred to below (the “**Agent**”).

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of March 18, 2022, (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 Revolving Credit 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 Revolving Credit 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.

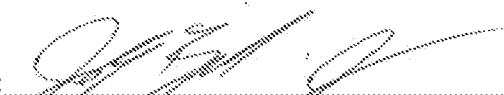
[Signature Pages Follow]

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,
a Delaware limited liability company
as Grantor

By: 
Name: Jeff Brock-Jones
Title: Chief Financial Officer

CTI FOODS TEXAS BEANS, LLC,
formerly known as CTI SAGINAW I, LLC
a Texas limited liability company
as Grantor


By: 
Name: Jeff Brock-Jones
Title: Chief Financial Officer

LIGURIA FOODS, LLC,
a Delaware limited liability company
as Grantor

By: 
Name: Jeff Brock-Jones
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:


BANK OF AMERICA, N.A.,
as Agent




By: 
Name: Stephen King
Title: Senior Vice President

**SCHEDULE I
Trademarks**

U.S. Trademark Registrations

1. Registrations.

Mark	Status	Reg. No. / App. No.	Reg. Date / App. Date / Renewal date	Owner
CHEF TRUSTED INNOVATION	Registered	5692493	05/06/2019	CTI Foods Holding Co., LLC
CTI Foods (& Design) CTI FOODS	Registered	5411028	02/27/2018	CTI Foods Holding Co., LLC
LIGURIA FOODS EST. 1974 (& Design) 	Registered	5442067	04/10/2018	Liguria Foods, LLC

LIGURIA FOODS (& Design) 	Registered	4595883	09/02/2014	Liguria Foods, LLC
LIGURIA	Registered	4022326	09/06/2011	Liguria Foods, LLC
BEIRMEISTER	Registered	3711972	11/17/2009	Liguria Foods, LLC
BEIRMEISTER	Pending	88909558	05/11/2020	
GRATIFICA	Registered	3714813	11/24/2009	Liguria Foods, LLC
LIGURIA LIGURIA (& Design) 	Registered	1690370	06/02/1992 Renewed: 06/02/2012	Liguria Foods, LLC
LIGURIA	Registered	1670852	12/31/1991 Renewed: 12/31/2011	Liguria Foods, LLC
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, now known as CTI Foods Texas Beans, LLC
2.	METHOD AND SYSTEM FOR PRODUCING A DEHYDRATED WHOLE FOOD PRODUCT	7029716	04/18/2006	10745365	12/23/2003	CTI Saginaw I, LLC, now known as CTI Foods Texas Beans, LLC
3.	APPARATUS FOR PRODUCING A RECONSTITUTABLE DEHYDRATED FOOD PRODUCT	6220150	04/24/2001	09641754	08/16/2000	CTI Saginaw I, LLC, now known as CTI Foods Texas Beans, LLC
4.	METHOD FOR PRODUCING A RECONSTITUTABLE DEHYDRATED FOOD PRODUCT	6482457	11/19/2002	09640297	08/16/2000	CTI Saginaw I, LLC, now known as CTI Foods Texas Beans, LLC
5.	METHOD FOR PRODUCING A DEHYDRATED WHOLE FOOD PRODUCT	RE41885	10/26/2010	12148108	04/16/2008	CTI Saginaw I, LLC, now known as CTI Foods Texas Beans, LLC
6.	SYSTEM AND METHOD FOR COST-EFFECTIVE PRODUCTION OF A DEHYDRATED FOOD PRODUCT			13208712	08/12/2011	CTI Saginaw I, LLC, now known as CTI Foods Texas Beans, LLC

2. Applications

None.

SCHEDULE III
Copyrights

United States Copyright Registrations

1. Registrations

None.

2. Applications

None.