

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM749883

<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>
Water Lilies Food, LLC		08/19/2022	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Twin Brook Capital Partners, LLC, as Agent		
<b>Street Address:</b>	111 S. Wacker Drive		
<b>Internal Address:</b>	36th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5243126	MANDARIN MARKET	
<b>Registration Number:</b>	5293688	MANDARIN MARKET	
<b>Registration Number:</b>	5549583	WATER LILIES FINE ASIAN CUISINE	
<b>Serial Number:</b>	97080933	HERITAGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3128637141		
<b>Email:</b>	kristen.lange@goldbergekohn.com		
<b>Correspondent Name:</b>	Kristen N. Lange, Paralegal		
<b>Address Line 1:</b>	c/o Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 E. Monroe Street, Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	7428.081		
<b>NAME OF SUBMITTER:</b>	Kristen N. Lange		
<b>SIGNATURE:</b>	/kristenlange/		
<b>DATE SIGNED:</b>	08/19/2022		

OP \$115.00 5243126

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of August 19, 2022, is made by WATER LILIES FOOD, LLC, a New York limited liability company ("Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, as Agent for certain Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

Grantor has executed and delivered a Guarantee and Collateral Agreement, dated as of August 19, 2022, with and in favor of Agent for the ratable benefit of the Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"). Grantor has pledged and granted to Agent for the ratable benefit of the Lenders a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guarantee and Collateral Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. 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 such Grantor, hereby pledges and grants to Agent a continuing security interest in, all of the Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks (as defined in the Guarantee and Collateral Agreement), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all rights to sue for past, present or future infringements of any of the foregoing; and

(d) all Proceeds (as defined in the Guarantee and Collateral Agreement) of any and all of the foregoing.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not include the Excluded Property (as defined in the Guarantee and Collateral Agreement).

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Agent in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guarantee and Collateral Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

5. Authorization to Supplement. If Grantor shall obtain rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new Trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1.

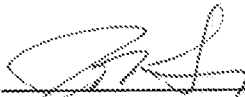
6. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

7. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.


[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**WATER LILIES FOOD, LLC, as Grantor**



By:   
Name: John LeMay  
Title: Vice President

**TWIN BROOK CAPITAL PARTNERS,  
LLC, as Agent**

By:   
By: Kimberly Trick (Aug 18, 2023 09:12 CDT)  
Name: Kim Trick  
Title: Managing Director

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

REGISTERED AND APPLIED-FOR TRADEMARKS:

Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Owner Information
<u>MANDARIN MARKET</u>	86/674,426  (June 25, 2015)	5,243,126  (July 11, 2017)	Water Lilies Food, LLC  (NEW YORK LIMITED LIABILITY COMPANY)
<u>MANDARIN MARKET</u> and Design 	86/575,600  (March 25, 2015)	5,293,688  (September 26, 2017)	Water Lilies Food, LLC  (NEW YORK LIMITED LIABILITY COMPANY)
<u>WATER LILIES FINE ASIAN CUISINE</u> and Design 	87/734581  (December 26, 2017)	5,549,583  (August 28, 2018)	Water Lilies Food, LLC  (NEW YORK LIMITED LIABILITY COMPANY)
<u>HERITAGE</u> and Design 	97/080,933  (October 19, 2021)	N/A	Water Lilies Food, LLC  (NEW YORK LIMITED LIABILITY COMPANY)