

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM826770

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Handi Foods Ltd.		07/24/2023	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	100 King Street West		
Internal Address:	18th Floor		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5X1A1		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6375738	HANDI FOODS EST 1977	
Registration Number:	5592841	PITA GOURMET	
Registration Number:	5510759	DIPITAS	
Registration Number:	5682952	DIPITAS	
Registration Number:	1868951	PITA GOURMET	
Registration Number:	1816517	PITA PUFFS	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	8007130755		
Email:	erin.roberson@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Kathryn Allyn		
SIGNATURE:	/Kathryn Allyn/		
DATE SIGNED:	07/25/2023		

OP \$165.00 6375738

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Handi Foods Ltd.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: Ontario
 Other _____

Citizenship (see guidelines) Canada

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 24, 2023

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of Montreal, as Agent

Street Address: 100 King Street West, 18th Floor

City: Toronto

State: Ontario

Country: Canada Zip: M5X1A1

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Trademarks Schedule attached hereto.

B. Trademark Registration No.(s)

See Trademarks Schedule attached hereto.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Trademarks Schedule attached hereto.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Kathryn Allyn

Internal Address: c/o Chapman and Cutler LLP

Street Address: 1270 Avenue of the Americas

City: New York

State: New York Zip: 10020

Phone Number: 212-655-3377

Docket Number: 4399309

Email Address: kallyn@chapman.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

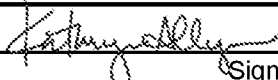
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

Date

Kathryn Allyn

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of July 24, 2023 by and from Handi Foods Ltd. (the "Grantor"), to and in favor of Bank of Montreal, for itself and as Agent (as defined in the Credit Agreement referenced below) for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, 1000281618 Ontario Inc. (succeeded by way of amalgamation by Handi Foods Ltd.), as the Borrower, Bank of Montreal, as Agent and the lenders from time to time party thereto (the "Lenders") have entered into that certain Senior Secured Credit Agreement, dated as of September 8, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor has entered into a Pledge and Security Agreement dated as of July 24, 2023 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks listed on Schedule A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been executed in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the prompt and complete performance and payment of all the Secured Obligations (as defined in the Security Agreement).

(b) The Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest, wherever located and whether now owned or hereafter acquired, in and to (1) its trademarks (including service marks), trade names, trade styles, trade dress and the registrations and applications for registration thereof, including the Trademarks and the goodwill of the business symbolized by the foregoing; (2) all renewals of the foregoing; (3) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (4) all rights to sue for past, present, and future infringements of the foregoing,

including the right to settle suits involving claims and demands for royalties owing and (5) all rights corresponding to any of the foregoing throughout the world.

3) Governing Law. THIS CONFIRMATORY GRANT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

HANDI FOODS LTD.



By: _____
Name: Jeffrey Murphy
Title: Chairperson

Acknowledged and accepted:

BANK OF MONTREAL,
as Agent and Grantee

By _____
Name:
Title:

By _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

HANDI FOODS LTD.

By: _____
Name:
Title:

Acknowledged and accepted:

BANK OF MONTREAL,
as Agent and Grantee

By 
Name: Shehryar Syed
Title: Director

By 
Name:
Title: Matthew Fulton
Director

Trademarks

U.S. Trademark Registrations:

Trademark	App./Reg. No.	Ownership
HANDI FOODS EST 1977 Cross References: HANDI FOODS ESTABLISHED 1977, HANDY FOODS ESTABLISHED 1977	6375738	Handi Foods Ltd. (Canada)
PITA GOURMET	5592841	Handi Foods Ltd. (Canada)
DIPITAS	5510759	Handi Foods Ltd. (Canada)
DIPITAS	5682952	Handi Foods Ltd. (Canada)
PITA GOURMET	1868951	Handi Foods Ltd. (Canada)
PITA PUFFS	1816517	Handi Foods Ltd. (Canada)