

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM847437

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CCI Prime, LLC		10/18/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Fidelity Direct Lending LLC, as Agent		
Street Address:	233 South Wacker Drive, Suite 8325		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2704333	PF SELECT	
Registration Number:	2154673	PRIME FOOD	
Registration Number:	3475187	PRIME FOOD	
Registration Number:	4084894		
Registration Number:	7142691	CCC CHAN & CHAN	
Registration Number:	4431927	DIM SUM KING	
Registration Number:	4431930		
Registration Number:	4511303		
Registration Number:	4725466	C&C	
Registration Number:	4274281	BINONDO	
Registration Number:	2148910		
Registration Number:	2148909		
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergekohn.com		
Correspondent Name:	Nancy J. Brougher, Paralegal		

OP \$315.00 2704333

Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe, Suite 3300
Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 8282.010

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 10/20/2023

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of October 18, 2023, is made by CCI PRIME, LLC, a Delaware limited liability company ("Grantor"), in favor of FIDELITY DIRECT LENDING LLC, as Agent for the ratable benefit of the 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 October 18, 2023, with and in favor of Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"). Grantor has pledged and granted to Agent 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, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not include, and no security interest shall be deemed granted in, any "intent to use" Trademark application for which a statement of use has not been filed and accepted (but only until such statement is filed and accepted).

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. Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or renewal or extension of any existing Trademarks. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

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.

CCI PRIME, LLC, as Grantor

By: _____
Name: Albert Chan
Title: Sole Manager

A handwritten signature in black ink, appearing to read 'Albert Chan', is written over a horizontal dotted line. The signature is stylized and cursive.

FIDELITY DIRECT LENDING LLC, as Agent

DocuSigned by:

Therese Icuss

By

09C0FF178A4401...

Name: Therese Icuss

Title: Treasurer

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE
PF SELECT	76410340	Registered	2704333	04/08/03
PRIME FOOD	75195312	Registered	2154673	05/05/98
PRIME FOOD	77265246	Registered	3475187	07/29/08
[Design only]	85168197	Registered	4084894	01/10/12
CCC CHAN & CHAN	97444644	Registered	7142691	08/22/23
DIM SUM KING	85880437	Registered	4431927	11/12/13
[Design only]	85880475	Registered	4431930	11/12/13
[Design only]	85575849	Registered	4511303	04/08/14
C&C	86975973	Registered	4725466	04/21/15
BINONDO	85474544	Registered	4274281	01/15/13
[Design only]	75195343	Registered	2148910	04/07/98
[Design only]	75195315	Registered	2148909	04/07/98