

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI29085

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACXION FOODSERVICE, INC.		02/14/2024	Corporation: MARYLAND
RECEIVING PARTY DATA			
Company Name:	VARAGON CAPITAL PARTNERS AGENT, LLC, as Administrative Agent		
Street Address:	151 West 42nd Street, 53rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4337059	FOOD IQ	
Registration Number:	2961658		
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212)969-3776		
Email:	trademark@proskauer.com		
Correspondent Name:	John P Prusakowski		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	85548.014		
NAME OF SUBMITTER:	ELLEN SPAFFORD		
SIGNATURE:	ELLEN SPAFFORD		
DATE SIGNED:	02/15/2024		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 14, 2024 between Acxion Foodservice, Inc. (“**Grantor**”), and Varagon Capital Partners Agent, LLC, as administrative agent and collateral agent for the Secured Parties (in such respective capacities, together with its successors and permitted assigns in such respective capacities, the “**Administrative Agent**”).

RECITALS

- (A) KI Guarantor Corp., a Delaware corporation (“**Holdings**”), KeyImpact Holdings, Inc., a Delaware corporation (the “**Borrower**”), the financial institutions party thereto from time to time as lenders (each individually referred to as a “**Lender**” and, collectively, as “**Lenders**”), Administrative Agent and the other parties thereto are parties to a Credit Agreement dated as of January 31, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Credit Agreement**”).
- (B) Grantor is party to a Pledge and Security Agreement, dated as of January 31, 2024, in favor of the Administrative Agent (as it may from time to time be amended, restated, amended and restated, supplemented or otherwise modified in accordance with its terms, the “**Pledge and Security Agreement**”), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

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

SECTION 2 Grant of Security Interest in Trademark Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Obligations, Grantor hereby pledges and grants to the Administrative Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Trademark Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

“**Trademark Collateral**” means Grantor’s right, title and interest in, to and under all of the following property:

- (a) all Trademarks owned by Grantor referred to on Schedule I hereto (other than any Excluded Assets).

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Trademark Collateral include and Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Assets.

SECTION 4 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Pledge and Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest granted by them in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict or inconsistency between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

SECTION 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6 Release

Upon the consummation of any disposition of Trademark Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement, the security interest granted hereby in such Trademark Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting Collateral) and Administrative Agent shall promptly, at the reasonable request and sole expense of the Grantor, provide evidence of such termination (without warranty by or recourse to the Administrative Agent). Upon the payment in full in cash of the Obligations in accordance with the provisions of the Credit Agreement, upon Borrower's request, Administrative Agent will promptly, at the sole expense of Grantors, authorize the filing of appropriate termination statements to terminate such security interests and will take any further actions necessary to evidence or effect such termination of the security interests as may be reasonably requested by Grantor to evidence such termination and release (without warranty by or recourse to the Administrative Agent).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

ACXION FOODSERVICE, INC.,
as Grantor

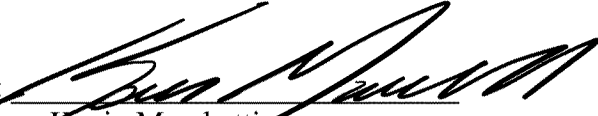
DocuSigned by:
Colin Quinn
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By: _____
Name: Colin Quinn
Title: Chief Financial Officer

ACCEPTED AND AGREED:

VARAGON CAPITAL PARTNERS AGENT, LLC,
as Administrative Agent

By: Varagon Capital Partners, L.P., its sole member

By: 


Name: Kevin Marchetti

Title: Authorized Signatory

SCHEDULE I TO THE TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS

U.S. Trademarks

Grantor	Trademark	Registration No.	Registration Date
Acxion Foodservice, Inc.	FOOD IQ (Disclaimer "FOOD")	4337059	May 21, 2013
Acxion Foodservice, Inc.	 (Design only)	2961658	June 14, 2005