

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI43403

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CTI Foods Holding Co., LLC		02/21/2024	Limited Liability Company: DELAWARE
Liguria Foods, LLC		02/21/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Alter Domus (US) LLC, as administrative agent		
<b>Street Address:</b>	225 West Washington St.		
<b>Internal Address:</b>	9th 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: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97250654	CTI FOODS	
<b>Serial Number:</b>	98058652	BRGR MOB FOODS CO	
<b>Serial Number:</b>	98058664	BRGR MOB FOODS CO	
<b>Serial Number:</b>	98058674	CHEDDAH BITS	
<b>Serial Number:</b>	98058679	JUICY LOU	
<b>Serial Number:</b>	98058765	SMASHY PADDY	
<b>Registration Number:</b>	5411028	CTI FOODS	
<b>Registration Number:</b>	5442067	LIGURIA FOODS EST. 1974	
<b>Registration Number:</b>	4595883	LIGURIA FOODS	
<b>Registration Number:</b>	4022326	LIGURIA	
<b>Registration Number:</b>	3711972	BEIRMEISTER	
<b>Registration Number:</b>	3714813	GRATIFICA	
<b>Registration Number:</b>	1690370	LIGURIA LIGURIA	
<b>Registration Number:</b>	1670852	LIGURIA	
<b>Registration Number:</b>	5692493	CHEF TRUSTED INNOVATION	
<b>Registration Number:</b>	342328	AQUILA D'ORO	

OP \$415.00.00 97250654

**CORRESPONDENCE DATA****Fax Number:** 2128366337*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.***Phone:** 2128367319**Email:** paul.somelofske@arnoldporter.com**Correspondent Name:** Mr. Paul Somelofske**Address Line 1:** c/o Arnold & Porter Kaye Scholer LLP**Address Line 2:** 250 West 55th Street**Address Line 4:** New York, NEW YORK 10019-9710

<b>ATTORNEY DOCKET NUMBER:</b>	1106416.00008.05948
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<b>NAME OF SUBMITTER:</b>	Paul Somelofske
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<b>SIGNATURE:</b>	Paul Somelofske
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<b>DATE SIGNED:</b>	02/22/2024
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**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 21, 2024 (this “**IP Security Agreement**”), is made by each entity listed as Grantor on the signature pages hereto (each a “**Grantor**”, collectively, the “**Grantors**”), in favor of Alter Domus (US) LLC, in its capacities as administrative agent for the Lenders (as defined in the Credit Agreement referred to below) and collateral agent for the Secured Parties (as defined below) (in such capacities, the “**Administrative Agent**”).

WHEREAS, pursuant to that certain Pledge and Security Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”; capitalized terms defined in the Credit Agreement (as such term is defined in the Security Agreement) or in the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as applicable (and in the event of a conflict, the applicable definition shall be the one given to such term in 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 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 its Intellectual Property (as defined below). Until Payment in Full (as defined in the Credit Agreement), the Agent shall retain its security interest in the Intellectual Property granted herein and in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration set forth herein and in the Security Agreement, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

A. Grant of Security. Each Grantor, 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 to the Administrative Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a lien on and security interest in, all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired by the undersigned, wherever located, and whether now or hereafter existing or arising (the “**Intellectual Property**”):

- (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. For the avoidance of doubt, notwithstanding any other provision of this IP Security Agreement, the Grantors do not grant

any lien on or security interest in any of the Excluded Assets (as defined in the Security Agreement).

B. Security for Obligations. The grant of a security interest in the Intellectual Property by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents.

C. Recordation. This IP Security Agreement is intended by the parties to be filed, and each Grantor hereby authorizes the Administrative Agent to file and record a copy of this IP Security Agreement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

D. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopier or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this IP Security Agreement. The words "execution," "execute," "signed," "signature," and words of like import in or related to this IP Security Agreement and the transactions contemplated hereby, shall be deemed to include electronic signature, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

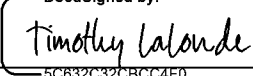
E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. **NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE ADMINISTRATIVE AGENT, FOR ITSELF AND THE BENEFIT OF THE OTHER SECURED PARTIES, PURSUANT TO THIS IP SECURITY AGREEMENT IN ANY COLLATERAL AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT ARE SUBJECT TO THE PROVISIONS OF EACH OF THE INTERCREDITOR AGREEMENTS (AS DEFINED IN THE SECURITY AGREEMENT). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENTS (AS DEFINED IN THE SECURITY AGREEMENT) AND THIS IP SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENTS (AS DEFINED IN THE SECURITY AGREEMENT) SHALL GOVERN AND CONTROL**

[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  
LIGURIA FOODS, LLC,  
each as a Grantor,

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Timothy J. LaLonde  
Title: Chief Financial Officer and Secretary




ALTER DOMUS (US) LLC, as Administrative  
Agent

By: Matthew Trybula  
Name: Matthew Trybula  
Title: Associate Counsel

**Schedule I  
Trademarks**

*U.S. Trademark Registrations*

1. Registrations

No.	Mark	Status	Reg. No. / App. No.	Reg. Date / App. Date / Renewal date	Owner
1.	CTI Foods (& Design) <b>CTI FOODS</b>	Registered	5411028	02/27/2018	CTI Foods Holding Co., LLC
2.	LIGURIA FOODS EST. 1974 (& Design) 	Registered	5442067	04/10/2018	Liguria Foods, LLC
3.	LIGURIA FOODS (& Design) 	Registered	4595883	09/02/2014	Liguria Foods, LLC
4.	LIGURIA	Registered	4022326	09/06/2011	Liguria Foods, LLC
5.	BEIRMEISTER	Registered	3711972	11/17/2009	Liguria Foods, LLC
6.	GRATIFICA	Registered	3714813	11/24/2009	Liguria Foods, LLC
7.	LIGURIA LIGURIA (& Design) 	Registered	1690370	06/02/1992 Renewed: 06/02/2012	Liguria Foods, LLC

No.	Mark	Status	Reg. No. / App. No.	Reg. Date / App. Date / Renewal date	Owner
8.	LIGURIA	Registered	1670852	12/31/1991 Renewed: 12/31/2011	Liguria Foods, LLC
9.	CHEF TRUSTED INNOVATION	Registered	5692493	03/05/2019	CTI Foods Holding Co., LLC
10.	AQUILA D'ORO (& Design) <b>AQUILA D'ORO</b>	Registered	0342328	01/12/1937 Renewed: 01/12/2017	Liguria Foods, LLC

2. Applications

No.	Mark	Application No.	Class	Filing Date
1.	<b>CTI FOODS</b>	97/250,654	40	February 2, 2022
2.	BRGR MOB FOODS CO	98058652	N/A	June 26, 2023
3.	BRGR MOB FOODS CO (stylized/design)  BRGR MOB FOODS CO	98058664	N/A	June 26, 2023
4.	CHEDDAH BITS	98058674	N/A	June 26, 2023
5.	JUCY LOU	98058679	N/A	June 26, 2023
6.	SMASHY PADDY	98058765	N/A	June 26, 2023



**Schedule II**

**Patents**

*United States Patent Registrations*

1. Registrations  
None.
  
2. Applications  
None.

**Schedule III**  
**Copyrights**

*United States Copyright Registrations*

1. Registrations  
None.
2. Applications  
None.