

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504499

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|-------------------------------------|---|--------------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Grant of Security Interest in Trademarks | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Lipari Foods Operating Company, LLC | | 01/04/2019 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Cortland Capital Market Services LLC, as Collateral Agent | | |
| Street Address: | 225 W. Washington Street, 9th Floor | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 33 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77133208 | THE ROMANCE OF CHEESE | |
| Serial Number: | 85033294 | BRANDI'S BAKERY FRESHLY BAKED | |
| Serial Number: | 85627149 | LIPARI | |
| Serial Number: | 85627188 | LIPARI LF SINCE 1963 | |
| Serial Number: | 85558833 | LIPARI OLD TYME | |
| Serial Number: | 85558849 | LIPARI OLD TYME | |
| Serial Number: | 85529911 | BRANDI'S BAKERY | |
| Serial Number: | 85558881 | WE PUT THE CONVENIENCE IN FOOD | |
| Serial Number: | 85558862 | "C" THE DIFFERENCE! | |
| Serial Number: | 85558790 | PREMO | |
| Serial Number: | 85558771 | P PREMO BRAND | |
| Serial Number: | 85980789 | COUNTRY TRADITION | |
| Serial Number: | 72005142 | PIC-A-NUT | |
| Serial Number: | 77235668 | COPPERWOOD KITCHEN | |
| Serial Number: | 73788820 | BERNEA FARMS | |
| Serial Number: | 76679612 | RENO'S | |
| Serial Number: | 72344002 | MICHIGAN | |
| Serial Number: | 73226334 | MICHIGAN | |
| Serial Number: | 86544989 | YODER'S | |
| TRADEMARK | | | |

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| Property Type | Number | Word Mark |
|----------------|----------|--------------------------------|
| Serial Number: | 86921856 | MICHIGAN |
| Serial Number: | 73605550 | MR. NACHO |
| Serial Number: | 74174633 | THREE RIVERS |
| Serial Number: | 73330394 | MARLA'S |
| Serial Number: | 73762374 | BRITNI'S |
| Serial Number: | 74118707 | SMOOTH 'N CHEESY IT MELTS EASY |
| Serial Number: | 75499890 | POLKA |
| Serial Number: | 76495896 | SABRINA'S |
| Serial Number: | 76542130 | PURITY SPRINGS |
| Serial Number: | 86881764 | DETROIT PICKLE CO. |
| Serial Number: | 78948410 | FAIRMONT FARMS |
| Serial Number: | 76650438 | BOEL |
| Serial Number: | 85411737 | CLOVER MOUNTAIN |
| Serial Number: | 85411752 | CLOVER MOUNTAIN FOODS |

CORRESPONDENCE DATA

Fax Number: 2125562222

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: 2127905315

Email: dnelson@kslaw.com

Correspondent Name: Danielle Nelson c/o King & Spalding LLP

Address Line 1: 1185 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 22939.515080

NAME OF SUBMITTER: Danielle Nelson

SIGNATURE: /s/ Danielle Nelson

DATE SIGNED: 01/04/2019

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Agreement”), effective as of January 4, 2019, is made by Lipari Foods Operating Company, LLC, a Delaware, located at 26661 Bunert Road, Warren, Michigan 48089 (the “Grantor”), in favor of Cortland Capital Market Services LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the banks and other financial institutions or entities (the “Lenders”) from time to time parties to the Credit Agreement, dated as of January 4, 2019 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Lipari Parent, Inc., a Delaware corporation (“Holdings”), Lipari Merger Sub, LLC, a Delaware limited liability company (the “Initial Borrower”), Lipari Foods Operating Company, LLC a Delaware limited liability company (the “Borrower”), the Guarantors from time to time party thereto, the Lenders and Cortland Market Services LLC, as Administrative Agent and Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered the Guarantee and Collateral Agreement, dated as of January 4, 2019, in favor of the Collateral Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks (other than any Excluded Property); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Grantor’s right, title and interest in, to and under the Trademarks (including those items listed on Schedule A hereto but excluding any Excluded Property) (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the 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 the Collateral Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

(Remainder of the page intentionally left blank)

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.

LIPARI FOODS OPERATING COMPANY, LLC,
as Grantor

By: Thomas Lipari

Name: Thomas Lipari

Title: President and Chief Executive Officer

CORTLAND CAPITAL MARKET SERVICES LLC, as
Collateral Agent

By: 

Name: Emily Ergang Pappas

Title: Associate Counsel

Schedule A

U.S. and foreign Trademark Registrations and Applications
and U.S. and foreign exclusive Trademark Licenses

| Owner | Mark | Reg. No. | Reg. Date | Serial No. | Filing Date |
|-------------------------------------|---|-----------|-------------|------------|-------------|
| Lipari Foods Operating Company, LLC | THE ROMANCE OF CHEESE | 3,568,158 | 27-Jan-2009 | 77/133208 | 16-Mar-2007 |
| Lipari Foods Operating Company, LLC |  | 4,115,565 | 20-Mar-2012 | 85/033294 | 7-May-2010 |
| Lipari Foods Operating Company, LLC | LIPARI | 4,282,036 | 29-Jan-2013 | 85/627149 | 16-May-2012 |
| Lipari Foods Operating Company, LLC |  | 4,274,887 | 15-Jan-2013 | 85/627188 | 16-May-2012 |
| Lipari Foods Operating Company, LLC | LIPARI OLD TYME | 4,315,868 | 9-Apr-2013 | 85/558833 | 2-Mar-2012 |
| Lipari Foods Operating Company, LLC |  | 4,210,032 | 18-Sep-2012 | 85/558849 | 2-Mar-2012 |
| Lipari Foods Operating Company, LLC | BRANDI'S BAKERY | 4,303,925 | 19-Mar-2013 | 85/529911 | 31-Jan-2012 |
| Lipari Foods Operating Company, LLC | WE PUT THE CONVENIENCE IN FOOD | 4,304,058 | 19-Mar-2013 | 85/558881 | 2-Mar-2012 |
| Lipari Foods Operating Company, LLC |  | 4,304,057 | 19-Mar-2013 | 85/558862 | 2-Mar-2012 |
| Lipari Foods Operating Company, LLC | PREMO | 4,951,528 | 3-May-2016 | 85/558790 | 2-Mar-2012 |
| Lipari Foods Operating Company, LLC |  | 4,951,527 | 3-May-2016 | 85/558771 | 2-Mar-2012 |
| Lipari Foods Operating Company, LLC | COUNTRY TRADITION | 4,479,129 | 4-Feb-2014 | 85/980789 | 22-Sep-2011 |
| Lipari Foods Operating Company, LLC | PIC-A-NUT | 739,810 | 23-Oct-1962 | 72/005142 | 23-Mar-1956 |
| Lipari Foods Operating Company, LLC | COPPERWOOD KITCHEN | 3,493,627 | 26-Aug-2008 | 77/235668 | 23-Jul-2007 |

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| Lipari Foods Operating Company, LLC | BERNEA FARMS | 1,598,796 | 29-May-1990 | 73/788820 | 24-Mar-1989 |
| Lipari Foods Operating Company, LLC |  | 3,443,419 | 10-Jun-2008 | 76/679612 | 18-Jul-2007 |
| Lipari Foods Operating Company, LLC | Michigan | 921,213 | 28-Sep-1971 | 72/344002 | 19-Nov-1969 |
| Lipari Foods Operating Company, LLC |  | 1,254,637 | 18-Oct-1983 | 73/226334 | 6-Aug-1979 |
| Lipari Foods Operating Company, LLC | YODER'S | 4,949,183 | 3-May-2016 | 86/544989 | 24-Feb-2015 |
| Lipari Foods Operating Company, LLC | MICHIGAN | 5,18,4538 | 18-Apr-2017 | 86/921856 | 26-Feb-2016 |
| Lipari Foods Operating Company, LLC |  MR. NACHO | 1,462,117 | Oct. 20, 1987 | 73605550 | Jun. 20, 1986 |
| Lipari Foods Operating Company, LLC | THREE RIVERS | 1,685,476 | 5-May-1992 | 74174633 | Jun. 10, 1991 |
| Lipari Foods Operating Company, LLC | MARLA'S | 1,249,162 | 23-Aug-1983 | 73330394 | 30-Sep-1981 |
| Lipari Foods Operating Company, LLC | BRITNI'S | 1,548,502 | 18-Jul-1989 | 73762374 | 7-Nov-1988 |
| Lipari Foods Operating Company, LLC | SMOOTH N' CHEEZY | 1,719,550 | 22-Sep-1992 | 74118707 | 28-Nov-1990 |
| Lipari Foods Operating Company, LLC | POLKA | 2,448,595 | 8-May-2001 | 75499890 | 10-Jun-1998 |
| Lipari Foods Operating Company, LLC | SABRINA'S | 2,806,490 | 20-Jan-2004 | 76495896 | 7-Mar-2003 |
| Lipari Foods Operating Company, LLC | PURITY SPRINGS | 2,975,252 | 26-Jul-2005 | 76542130 | 2-Sep-2003 |
| Lipari Foods Operating Company, LLC | DETROIT PICKLE CO. | 5,134,819 | 31-Jan-2017 | 86881764 | 21-Jan-2016 |
| Lipari Foods Operating Company, LLC | FAIRMONT FARMS | 3,307,303 | 9-Oct-2007 | 78948410 | 9-Aug-2006 |
| Lipari Foods Operating Company, LLC |  | 3,325,331 | 30-Oct-2007 | 76650438 | 16-Nov-2005 |
| Lipari Foods Operating Company, LLC | CLOVER MOUNTAIN | 4,505,757 | 1-Apr-2014 | 85411737 | 31-Aug-2011 |
| Lipari Foods Operating Company, LLC | CLOVER MOUNTAIN FOODS | 4,505,758 | 1-Apr-2014 | 85411752 | 31-Aug-2011 |

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| Lipari Foods Operating Company, LLC |  | 4,583,543 | 12-Aug-2014 | 86140910 | 11-Dec-2013 |
| Lipari Foods Operating Company, LLC | SAHTEIN | 5,450,950 | 24-Apr-2018 | 87287743 | 3-Jan-2017 |
| Lipari Foods Operating Company, LLC | JERUSALEM FOODS | 5,399,380 | 13-Feb-2018 | 87287764 | 3-Jan-2017 |
| Lipari Foods Operating Company, LLC | HEAGY FOODS | 4,626,441 | 21-Oct-2014 | 85949921 | 4-Jun-2013 |
| Lipari Foods Operating Company, LLC | RICHARD M. HEAGY FOODS | 4,470,084 | 21-Jan-2014 | 85949934 | 4-Jun-2013 |
| Lipari Foods Operating Company, LLC |  | 1,831,474 | 19-Apr-1994 | 74408142 | 2-Jul-1993 |
| Lipari Foods Operating Company, LLC |  | 4202405 | 4-Sept-2012 | 85529874 | 31-Jan-2012 |
| Lipari Foods Operating Company, LLC | ZOPPITTY | 4202401 | 4-Sept-2012 | 85529832 | 31-Jan-2012 |
| Lipari Foods Operating Company, LLC |  | N/A | N/A | 86/544990 | 24-Feb-2015 |
| Lipari Foods Operating Company, LLC | INSPIRED ORGANICS | N/A | N/A | 87/649260 | 17-Oct-2017 |
| Lipari Foods Operating Company, LLC |  | N/A | N/A | 87/649273 | 17-Oct-2017 |
| Lipari Foods Operating Company, LLC | ACTIVE LIFE DAILY | N/A | N/A | 88032322 | 10-Jul-2018 |
| Lipari Foods Operating Company, LLC |  | N/A | N/A | 88032411 | 10-Jul-2018 |
| Lipari Foods Operating Company, LLC |  | N/A | N/A | 88167887 | 24-Oct-2018 |

TRADEMARK