

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM506219

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LT OVERSEAS NORTH AMERICA, INC.		12/19/2018	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COOPERATIEVE RABOBANK U.A., NEW YORK BRANCH		
<b>Street Address:</b>	245 Park Avenue		
<b>Internal Address:</b>	37th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	COOPERATIVE BANKING ASSOCIATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1493357	PARI BRAND	
<b>Registration Number:</b>	1694676	PARI	
<b>Registration Number:</b>	1764711	AFTAB	
<b>Registration Number:</b>	1683914	ROYAL RICE	
<b>Registration Number:</b>	1718491	SHAHRZAD	
<b>Registration Number:</b>	1793788	NASIM BASMATI RICE N	
<b>Registration Number:</b>	1982351	ROYAL	
<b>Registration Number:</b>	2066393	ROYAL	
<b>Registration Number:</b>	2057001	PARI BASMATI RICE	
<b>Registration Number:</b>	2119452	KUSHA BASMATI RICE	
<b>Registration Number:</b>	2117733	KUSHA	
<b>Registration Number:</b>	2342491	TOP TEA	
<b>Registration Number:</b>	2610690	GRAPEOLA	
<b>Registration Number:</b>	3174620	ROYAL	
<b>Registration Number:</b>	4074674		
<b>Registration Number:</b>	4206399		
<b>Registration Number:</b>	3990952	ROYAL	
<b>Registration Number:</b>	4226560	ROYAL TOP TEA	
<b>TRADEMARK</b>			

CH \$640.00 1493357

Property Type	Number	Word Mark
Registration Number:	4203136	ROYAL
Registration Number:	4590949	SHAHZRZAD
Registration Number:	4306093	ROYAL CURRY DELIGHTS
Registration Number:	4580108	SHAHZRZAD
Registration Number:	5192223	ROYAL AUTHENTIC ADVENTURES
Serial Number:	85740666	ROYAL
Serial Number:	86936122	A TRADITION OF EXCELLENCE ROYAL AUTHENTI

**CORRESPONDENCE DATA**

Fax Number: 8043447999

*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: 804-788-8331

Email: HWITM@HuntonAK.com

Correspondent Name: Stephen Demm, Hunton Andrews Kurth LLP

Address Line 1: 951 East Byrd Street

Address Line 4: Richmond, VIRGINIA 23219

ATTORNEY DOCKET NUMBER:	067350.0000039
NAME OF SUBMITTER:	Stephen P. Demm
SIGNATURE:	/Stephen P. Demm/
DATE SIGNED:	01/16/2019

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of December 19, 2018 is among **LT OVERSEAS NORTH AMERICA, INC.**, a California corporation ("Grantor"), and **COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH**, as administrative agent ("Secured Party").

WHEREAS, Grantor owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, certain affiliates of Grantor, certain lenders, and Secured Party are parties to that certain Credit Agreement dated as of the date hereof (as the same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor and certain affiliates of Grantor; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of the date hereof (as the same may be amended and in effect from time to time, the "Security Agreement"), between Grantor and Secured Party, Grantor has granted to Secured Party a security interest in all of its right, title and interest in, to and under all of its now owned and hereafter acquired trademarks listed on Schedule 1, trademark registrations listed on Schedule 1 and trademark applications listed on Schedule 1 and all proceeds thereof, to secure the payment of all Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of its right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark, trademark registration (together with any reissues, continuations or extensions thereof) and trademark application referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application referred to in Schedule 1 annexed hereto; and

(2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration referred to in Schedule 1 annexed hereto, and the trademark registrations issued with respect to the trademark applications referred to in Schedule 1, or (b) injury to the goodwill associated with any trademark or trademark registration referred to in Schedule 1.


This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first written above.

Acknowledged:

**GRANTOR:**

LT OVERSEAS NORTH AMERICA, INC.

By:   
Name: MUKESH AGRAWAL  
Title: CFO

**SECURED PARTY:**

COÖPERATIEVE RABOBANK U.A.,  
NEW YORK BRANCH, as administrative agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first written above.

Acknowledged:

GRANTOR:

LT OVERSEAS NORTH AMERICA, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SECURED PARTY:






COÖPERATIEVE RABOBANK U.A.,  
NEW YORK BRANCH, as administrative agent






By: \_\_\_\_\_  
Name: SERGIUSZ PLOCHYNI  
Title: HEAD OF INTERNATIONAL DCA

By: \_\_\_\_\_  
Name: Martha S. Jimenez  
Title: Executive Director

Schedule 1  
to  
Trademark Security Agreement

Trademarks

Name of Grantor	Trademark	Registration Date	Registration Number
LT OVERSEAS NORTH AMERICA, INC.	PARI BRAND and Fairy Design 	21-Jun-1988	1493357
LT OVERSEAS NORTH AMERICA, INC.	PARI	16-Jun-1992	1694676
LT OVERSEAS NORTH AMERICA, INC.	AFTAB (stylized) 	13-Apr-1993	1764711
LT OVERSEAS NORTH AMERICA, INC.	ROYAL RICE (stylized) 	21-Apr-1992	1683914
LT OVERSEAS NORTH AMERICA, INC.	SHAHZRAD and Design SHAHZRAD 	22-Sep-1992	1718491
LT OVERSEAS NORTH AMERICA, INC.	NASIM BASMATI RICE and Design 	21-Sep-1993	1793788


Name of Grantor	Trademark	Registration Date	Registration Number
LT OVERSEAS NORTH AMERICA, INC.	ROYAL and Design 	25-Jun-1996	1982351
LT OVERSEAS NORTH AMERICA, INC.	ROYAL and Design 	03-Jun-1997	2066393
LT OVERSEAS NORTH AMERICA, INC.	PARI BASMATI RICE and Design 	29-Apr-1997	2057001
LT OVERSEAS NORTH AMERICA, INC.	KUSHA BASMATI RICE (stylized and/or with design) 	09-Dec-1997	2119452
LT OVERSEAS NORTH AMERICA, INC.	KUSHA and Design 	02-Dec-1997	2117733
LT OVERSEAS NORTH AMERICA, INC.	TOP TEA (stylized and/or with design)	18-Apr-2000	2342491

Name of Grantor	Trademark	Registration Date	Registration Number
			
LT OVERSEAS NORTH AMERICA, INC.	GRAPEOLA (Stylized) <b>GRAPEOLA</b>	20-Aug-2002	2610690
LT OVERSEAS NORTH AMERICA, INC.	ROYAL	21-Nov-2006	3174620
LT OVERSEAS NORTH AMERICA, INC.	Royal Head Design 	20-Dec-2011	4074674
LT OVERSEAS NORTH AMERICA, INC.	Royal Head Design 	11-Sep-2012	4206399
LT OVERSEAS NORTH AMERICA, INC.	ROYAL (stylized and/or with design) 	05-Jul-2011	3990952
LT OVERSEAS NORTH AMERICA, INC.	ROYAL TOP TEA	16-Oct-2012	4226560
LT OVERSEAS NORTH AMERICA, INC.	ROYAL	04-Sep-2012	4203136
LT OVERSEAS NORTH AMERICA, INC.	SHAHZRAD (Stylized and/or with Design) <b>SHAHZRAD</b> 	26-Aug-2014	4590949



Name of Grantor	Trademark	Registration Date	Registration Number
LT OVERSEAS NORTH AMERICA, INC.	ROYAL CURRY DELIGHTS	19-Mar-2013	4306093
LT OVERSEAS NORTH AMERICA, INC.	SHAHRZAD	05-Aug-2014	4580108

Trademark Applications

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
LT OVERSEAS NORTH AMERICA, INC.	ROYAL	27-Sep-2012	85/740666
LT OVERSEAS NORTH AMERIC, INC.	A TRADITION OF EXCELLENCE ROYAL AUTHENTIC CHEF'S BLEND and design  	10-Mar-2016	86/936,122
LT OVERSEAS NORTH AMERICA, INC.	ROYAL AUTHENTIC ADVENTURES	17-Dec-2015	86/852575