

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM522263

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY RELEASE REEL/FRAME 6589_0980
<b>SEQUENCE:</b>	3

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CORTLAND CAPITAL MARKET SERVICES LLC, as Collateral Agent		05/03/2019	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Liguria Foods, LLC
<b>Street Address:</b>	3405 E. Overland Road, Suite 360
<b>City:</b>	Meridian
<b>State/Country:</b>	IDAHO
<b>Postal Code:</b>	83642
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	5442067	LIGURIA FOODS EST. 1974
Registration Number:	3711972	BEIRMEISTER
Registration Number:	4595883	LIGURIA FOODS
Registration Number:	1690370	LIGURIA LIGURIA
Registration Number:	4022326	LIGURIA
Registration Number:	1670852	LIGURIA
Registration Number:	0342328	AQUILA D'ORO
Registration Number:	3714813	GRATIFICA

## CORRESPONDENCE DATA

Fax Number: 8004947512

*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: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: MELONY SOT

Address Line 1: 1025 VERMONT AVE NW, SUITE 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20005

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	1077767 TM RL Liguria
<b>NAME OF SUBMITTER:</b>	Theresa Volano
<b>SIGNATURE:</b>	/Theresa Volano/
<b>DATE SIGNED:</b>	05/06/2019

**Total Attachments: 8**

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**INTELLECTUAL PROPERTY RELEASE**

THIS INTELLECTUAL PROPERTY RELEASE (this “Release”) is made as of May 3, 2019, by and between CORTLAND CAPITAL MARKET SERVICES LLC, as Collateral Agent, and CTI FOODS HOLDING CO., LLC, a Delaware limited liability company, CTI SAGINAW I, LLC, a Delaware limited liability company, and LIGURIA FOODS, LLC, a Delaware limited liability company, as successor to LIGURIA FOODS, INC., each as a Grantor and collectively as the Grantors. Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the DIP Security Agreement (as defined below).

WITNESSETH:

WHEREAS, in connection with that certain Senior Secured Superpriority Debtor-in-Possession Term Loan Agreement, dated as of March 13, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), by and among CTI FOODS HOLDING CO., LLC, a Delaware limited liability company and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code, CHEF HOLDINGS, INC., a Delaware corporation and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (“Holdings”), the other Subsidiaries of Holdings from time to time party thereto, each as a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code, the lending institutions from time to time parties thereto and the Collateral Agent (the “DIP Credit Agreement”), the Grantors entered into (i) that certain Pledge and Security Agreement, dated as of March 13, 2019 by and among the Grantors, the Collateral Agent and certain other parties thereto (the “DIP Security Agreement”) and (ii) that certain Intellectual Property Security Agreement, dated as of March 13, 2019 between the Grantors and the Collateral Agent (the “DIP IP Security Agreement”) recorded at the United States Patent and Trademark Office on March 13, 2019 at Reel/Frame 6589/0980 and Reel/Frame 048586/0671, in each case, pursuant to which the Grantors granted a security interest in certain Intellectual Properties of the Grantors to the Collateral Agent; and

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the parties hereto:

1. The Collateral Agent hereby releases its entire lien on and security interest in all of the Grantors’ right, title and interest in, to and under (i) Grantors’ Trademarks and Trademark applications, including, without limitation, the Trademarks and Trademark applications listed on Schedule I hereto, (ii) Grantors’ Patents and Patent applications, including, without limitation, the Patents and Patent applications listed on Schedule II hereto and (iii) Grantors’ 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 (as defined in the DIP Security Agreement) (the “Intellectual Property”), and authorizes the recordation of this Release with the United States Patent and Trademark Office.

2. The Collateral Agent hereby reassigns, grants and conveys to the Grantors, without any representation, recourse or undertaking by the Collateral Agent, any and all of the Collateral Agent’s right, title and interest in, to and under the Intellectual Property and the Collateral Agent hereby releases, terminates and cancels any mortgage, pledge and hypothecate made by the Grantors to the Collateral Agent over the Intellectual Property pursuant to the DIP Security Agreement and the DIP IP Security Agreement.

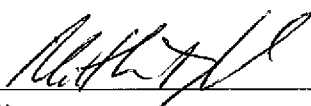
3. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

4. This Release and the rights and obligations hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Release to be executed as of the day and year first above written.

**CORTLAND CAPITAL MARKET SERVICES  
LLC, as Collateral Agent**

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




CTI FOODS HOLDING CO., LLC  
CTI SAGINAW I, LLC  
LIGURIA FOODS, LLC,  
each as a Grantor,


By:   
Name: John Zabala  
Title: Treasurer

**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)  	Registered	5411028	02/27/2018	CTI Foods Holding Co., LLC
2.	LIGURIA FOODS EST. 1974 (& Design)  	Registered	5442067	04/10/2018	Liguria Foods, Inc.
3.	LIGURIA FOODS (& Design)  	Registered	4595883	09/02/2014	Liguria Foods, Inc.

No.	Mark	Status	Reg. No. / App. No.	Reg. Date / App. Date / Renewal date	Owner
4.	LIGURIA	Registered	4022326	09/06/2011	Liguria Foods, Inc.
5.	BEIRMEISTER	Registered	3711972	11/17/2009	Liguria Foods, Inc.
6.	GRATIFICA	Registered	3714813	11/24/2009	Liguria Foods, Inc.
7.	LIGURIA LIGURIA (& Design) 	Registered	1690370	06/02/1992  Renewed: 06/02/2012	Liguria Foods, Inc.
8.	LIGURIA	Registered	1670852	12/31/1991  Renewed: 12/31/2011	Liguria Foods, Inc.
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, Inc.

2. Applications

None.



**Schedule II**  
**Patents**

*United States Patent Registrations*

1. Registrations

No.	TITLE	Reg. No.	Issue Date	App. No.	Filing Date	Owner
1.	METHOD FOR PRODUCING A DEHYDRATED WHOLE FOOD PRODUCT	7074444	07/11/2006	10300197	11/19/2002	CTI SAGINAW I, LLC
2.	METHOD AND SYSTEM FOR PRODUCING A DEHYDRATED WHOLE FOOD PRODUCT	7029716	04/18/2006	10745365	12/23/2003	CTI SAGINAW I, LLC
3.	APPARATUS FOR PRODUCING A RECONSTITUTABLE DEHYDRATED FOOD PRODUCT	6220150	04/24/2001	09641754	08/16/2000	CTI SAGINAW I, LLC
4.	METHOD FOR PRODUCING A RECONSTITUTABLE DEHYDRATED FOOD PRODUCT	6482457	11/19/2002	09640297	08/16/2000	CTI SAGINAW I, LLC
5.	METHOD FOR PRODUCING A DEHYDRATED WHOLE FOOD PRODUCT	RE41885	10/26/2010	12148108	04/16/2008	CTI SAGINAW I, LLC

2. Applications

None.

**Schedule III**  
**Copyrights**

*United States Copyright Registrations*

1. Registrations

None.

2. Applications

None.