

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573536

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JMH International, LLC		04/24/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Coöperatieve Rabobank U.A., New York Branch, as Administrative Agent		
Street Address:	245 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	New York State Licensed Branch of a Dutch Banking Cooperatieve: NETHERLANDS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	85705010	FIVE STAR	
Serial Number:	85105952	ARTISAN SELECTIONS SOLUTIONS IN GOOD TAS	
Serial Number:	85082239	ARTISAN SELECTIONS	
Serial Number:	78755739	JMH PREMIUM	
Serial Number:	76500711	CHEF MYRON'S	
Serial Number:	75549188	FIVE STAR	
Serial Number:	75544378	FIVE STAR CHILI MAK'R	
Serial Number:	75518752	FLAVORMAK'RS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	678-553-2288		
Email:	madrinc@gtlaw.com		
Correspondent Name:	Christina Madrin		
Address Line 1:	3333 Piedmont Road NE, Suite 2500		
Address Line 4:	Atlanta, GEORGIA 30305		
NAME OF SUBMITTER:	Christina Madrin		
SIGNATURE:	/Christina Madrin/		

CH \$215.00 85705010

DATE SIGNED:	04/24/2020
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) dated as of April 24, 2020, among JMH International, LLC as Grantor (“**Grantor**”), and COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH (“**Rabobank**”), in its capacity as administrative agent (together with its permitted successors and assigns, “**Administrative Agent**”) for the Secured Parties.

WITNESSETH:

WHEREAS, G & L Intermediate Holdings, Inc., a Georgia corporation, as borrower (“**Borrower**”), G & L Holdings, Inc., a Georgia corporation, the various financial institutions party thereto as a lender (each a “**Lender**”, and collectively, the “**Lenders**”), and Administrative Agent have entered into that certain Amended and Restated Credit Agreement dated as of November 14, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”); and

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to Borrower and the other Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Amended and Restated Pledge and Security Agreement dated as of November 14, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants, collaterally assigns, and pledges to Administrative Agent, for the ratable benefit of the Secured Parties, a Security Interest in all of such Grantor’s right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “**Trademark Collateral**”):

- (a) all of such Grantor’s Trademarks, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

3. **SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent 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.

5. **AUTHORIZATION TO SUPPLEMENT.** If Grantor shall obtain rights to any new trademarks ownership of any new U.S. applications for registration of and registered trademarks (other than any intent-to-use trademark application constituting Excluded Property) included in the Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to Administrative Agent within such time limit set forth in the Security Agreement with respect to any such new trademarks for which such Grantor files an application for registration with the U.S. Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights registered or applied for trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate, or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. **GOVERNING LAW.** This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York

[Remainder of Page Intentionally Left Blank]

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

GRANTOR:

JMH INTERNATIONAL, LLC

By: Mary C. Cramer
Name: Mary C. Cramer
Title: Chief Financial Officer,
Secretary and Treasurer

**ACKNOWLEDGED AND
AGREED:**

**COÖPERATIEVE RABOBANK U.A., NEW
YORK BRANCH, as Administrative Agent**

By: 
Name: **Brian Kavaney**
Title: **Executive Director**

By: 
Name: **Anthony Fianza**
Title: **Vice President**

SCHEDULE I

to

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor	Country	Mark	Registration No.	Registration Date
JMH International, Inc.	USA	Five Star (Current Logo)	85705010	August 16, 2012
JMH International, Inc.	USA	Artisan Selections Solutions In Good Taste	85105952	August 12, 2010
JMH International, Inc.	USA	Artisan Selections	85082239	July 12, 2010
JMH International, Inc.	USA	JMH Premium (Old Logo)	78755739	November 17, 2005
JMH International, Inc.	USA	Chef Myron's	76500711	March 26, 2003
JMH International, Inc.	USA	Five Star (Old Logo)	75549188	September 8, 1998
JMH International, Inc.	USA	Five Star Chili Mak'r	75544378	August 28, 1998
JMH International, Inc.	USA	Flavormak'rs	75518752	July 14, 1998

Trademark Applications

Grantor	Country	Trademark Application	Application Serial No.	Application Filing Date
JMH International, Inc.	USA	Premium Service Premium Flavor Premium Quality (Pending)	88605411	September 5, 2019

Schedule I to Trademark Security Agreement

JMH International, Inc.	USA	Premium Flavor Solutions Best-In-Class Service Professional (Pending)	88602233	September 3, 2019
JMH International, Inc.	USA	JMH (Pending)	88595911	August 28, 2019
JMH International, Inc.	USA	JMH Premium (Current Logo) (Pending)	88595925	August 28, 2019

Unregistered Marks:

JMH PREMIUM (Logo)
CHEF SID's (Word)
FLAVORMAKERS (Word)
INNOVATIVE CUISINE (Word)
CHEF SID'S (Word)
INNOVATIVE CUISINE (Word)

Domain Names:

jmhpremium.com
chefmyrons.com

Schedule I to Trademark Security Agreement

ACTIVE 49598927v3

RECORDED: 04/24/2020

**TRADEMARK
REEL: 006923 FRAME: 0333**