

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM769608

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Foodservices Brand Group, LLC		11/22/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WhiteHorse Capital Management, LLC		
Street Address:	1271 Avenue of the Americas		
Internal Address:	22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 91			
Property Type	Number	Word Mark	
Registration Number:	2598986	SUP-R-SERV	
Registration Number:	2598987	VAL-U-AIR	
Registration Number:	2599371	SS SUPER STEEL	
Registration Number:	2618755	SUP-R-AIR	
Registration Number:	3600707	UPDATE INTERNATIONAL	
Registration Number:	3600708	UPDATE INTERNATIONAL	
Registration Number:	0980820	CO-RECT	
Registration Number:	0760224	TOMLINSON	
Registration Number:	1053232	FRONTIER KETTLE	
Registration Number:	1261623		
Registration Number:	1299564	MODULAR	
Registration Number:	1334177	TOMLINSON	
Registration Number:	1392938	NO-DRIP	
Registration Number:	1731164	TOMLINSON	
Registration Number:	1792653	SIMPLI-FLEX	
Registration Number:	1851510	CHEF'S EDGE	
Registration Number:	2031044	TOUCH GUARD	
Registration Number:	2058539		

OP \$2290.00 2598986

Property Type	Number	Word Mark
Registration Number:	2205488	CHEF'S EDGE
Registration Number:	2205501	RIPPLE TWIST MILLS
Registration Number:	2225606	BAR-MATE
Registration Number:	2887485	C-KURE
Registration Number:	3025494	
Registration Number:	3025495	
Registration Number:	4483507	
Registration Number:	5684029	FUSION
Registration Number:	5801778	GLENRAY
Registration Number:	2394024	C-KURE
Registration Number:	2480531	C-KURE
Registration Number:	2396023	GLENRAY
Registration Number:	4798751	TOMLINSON
Serial Number:	87911439	BIAGGIA
Registration Number:	6072804	PLATE ENVY
Registration Number:	0682551	ONEIDA
Registration Number:	0439625	SENECA
Registration Number:	0512068	ETON
Registration Number:	2094572	LEXINGTON
Registration Number:	2104884	BELMORE
Registration Number:	2136644	CERAMICOR
Registration Number:	2195521	UNITY
Registration Number:	2266744	ETAGE
Registration Number:	2386731	SANT'ANDREA
Registration Number:	2617374	DELCO
Registration Number:	2617375	DELCO
Registration Number:	2620379	DELCO
Registration Number:	2651556	SANT' ANDREA
Registration Number:	2668370	SANT ANDREA
Registration Number:	2671450	SANT' ANDREA
Registration Number:	3925735	BOTTICELLI
Registration Number:	4068998	ONEIDA FOODSERVICE
Registration Number:	4135501	SANT'ANDREA
Registration Number:	5251050	QUEENSBURY
Registration Number:	5255595	CIRCA
Registration Number:	5255596	ROYALE
Registration Number:	5270314	MOOD
Registration Number:	5275113	OTHELLO

Property Type	Number	Word Mark
Registration Number:	5311452	CARESSA
Registration Number:	5311453	CHORD
Registration Number:	5311454	SAHARA
Registration Number:	5320021	JAZZ
Registration Number:	5383778	SURREY
Registration Number:	5399399	MONTAGUE
Registration Number:	5410240	CROMWELL
Registration Number:	5434364	TRAPEZE
Registration Number:	5434365	TENOR
Registration Number:	5472652	NEXUS
Registration Number:	5476775	KNIT
Registration Number:	5476776	LANCASTER GARDEN
Registration Number:	5829704	ANELLI
Registration Number:	5829705	RADIO SO
Registration Number:	5985011	SANT'ANDREA PENSATO
Registration Number:	5985012	SANT'ANDREA FURIOSO
Registration Number:	5985013	SANT'ANDREA BRIO
Registration Number:	5985014	SANT'ANDREA ADAGIO
Registration Number:	5985015	SANT'ANDREA AMORE
Registration Number:	6222270	FRANCIA
Registration Number:	6222271	PENSATO
Registration Number:	0280604	NOBLESSE
Registration Number:	0874194	THOR
Registration Number:	1138785	REGO
Registration Number:	1141341	REGO
Registration Number:	1181156	BLUE RIDGE
Registration Number:	1177304	DUNES
Registration Number:	2469654	SANT'ANDREA
Registration Number:	5275114	CATO
Serial Number:	87342440	BOTTICELLI UNO
Serial Number:	87950979	ESPREE
Serial Number:	88007940	ONEIDA PLATE ENVY
Serial Number:	88103732	BRAHMIN
Registration Number:	2612034	JR
Serial Number:	90287312	REGO

CORRESPONDENCE DATA

Fax Number:

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: 714.668.6200
Email: johnkline@paulhastings.com
Correspondent Name: John Kline
Address Line 1: 695 Town Center Drive
Address Line 2: Seventeenth Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	John Kline
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SIGNATURE:	/s/ John Kline
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DATE SIGNED:	11/22/2022
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Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of November 22, 2022 between each of the signatories hereto (collectively, the “**Grantors**”) in favor of WHITEHORSE CAPITAL MANAGEMENT, LLC, as agent for the Lenders (in such capacity, the “**Agent**”) (as defined in the Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Amended and Restated Guarantee and Security Agreement, dated as of November 22, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement), by and among the Grantors, the other grantors party thereto and the Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantors have (i) as collateral security for the Obligations, granted to the Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Obligations, each Grantor hereby grants to the Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(a) All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, trade dress and general intangibles of a like nature, all registrations and applications for registration of any of the foregoing including, but not limited to (i) the registrations and applications for registration referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf”, “tif” “DocuSign” or other similar electronic format) format shall be effective as delivery of a manually executed counterpart of this Agreement.

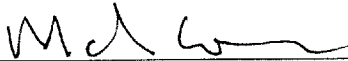
Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, each Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

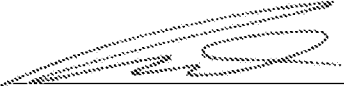
FOODSERVICES BRAND GROUP, LLC,
as a Grantor

By: 
Name: Mayank Singh
Title: President

Trademark Security Agreement

TRADEMARK
REEL: 007927 FRAME: 0807

WHITEHORSE CAPITAL MANAGEMENT, LLC,
as Agent

By: 
Name: Richard Siegel
Title: Authorized Signatory

**Schedule 1
Trademarks**

The following intellectual property was assigned to Foodservices Brand Group, LLC from the referenced parties pursuant to that certain Secured Party Asset Purchase Agreement by and between Foodservices Brand Group, LLC and WhiteHorse Capital Management, LLC dated November 22, 2022.

1. REGISTERED TRADEMARKS

Franklin Financial Management, LLC

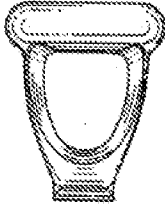
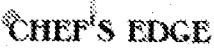


Trademark	Registration Number	Registration Date
SUP-R-SERV	2598986	7/23/2002
VAL-U-AIR	2598987	7/23/2002
SS SUPER STEEL	2599371	7/23/2002
SUP-R-AIR	2618755	9/10/2002
UPDATE INTERNATIONAL	3600707	4/7/2009
UPDATE INTERNATIONAL	3600708	4/7/2009


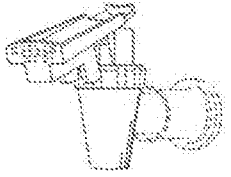
Co-Rect Products, Inc.

Trademark	Status	Application No. or Registration No. (as applicable)	Application Filing Date or Registration Date (as applicable)
CO-RECT	Renewed	980820	Mar. 26, 1974

Tomlinson Industries, LLC

Trademark	Status	Registration No.	Registration Date
TOMLINSON	Renewed	0760224	11/19/1963
FRONTIER KETTLE	Renewed	1053232	11/23/1976

<i>(Design Only)</i> 	Renewed	1261623	12/20/1983
MODULAR	Renewed	1299564	10/9/1984
TOMLINSON	Renewed	1334177	5/7/1985
NO-DRIP	Renewed	1392938	5/13/1986
TOMLINSON	Renewed	1731164	11/10/1992
SIMPLI-FLEX	Renewed	1792653	9/14/1993
CHEF'S EDGE (and design) 	Renewed	1851510	8/30/1994
TOUCH GUARD	Renewed	2031044	1/14/1997
<i>(Design Only)</i> 	Renewed	2058539	5/6/1997
CHEF'S EDGE	Renewed	2205488	11/24/1998
RIPPLE TWIST MILLS	Renewed	2205501	11/24/1998
BAR-MATE	Renewed	2225606	2/23/1999
C-KURE	Renewed	2887485	9/21/2004
<i>(Design Only)</i> 	Renewed	3025494	12/13/2005




(Design Only) 	Renewed	3025495	12/13/2005
(Design Only) 	Registered	4483507	2/18/2014
FUSION	Registered	5684029	2/26/2019
GLENRAY	Registered	5801778	7/9/2019

Marks: abandoned

C-KURE	Lapsed	75518177	2394024
C-KURE	Lapsed	75678321	2480531
GLENRAY	Lapsed	75867637	2396023
TOMLINSON	Lapsed	86483114	4798751
BIAGGIA	Lapsed	87911439	-

Oneida, LLC


Trademark	Status	Registration No.	Registration Date
PLATE ENVY	Registered	6072804	6/9/2020
ONEIDA	Renewed	0682551	7/28/1959
SENECA	Renewed	0439625	7/6/1948

ETON	Renewed	0512068	7/12/1949
LEXINGTON	Renewed	2094572	9/9/1997
BELMORE	Renewed	2104884	10/14/1997
CERAMICOR	Renewed	2136644	2/17/1998
UNITY	Renewed	2195521	10/13/1998
ETAGE	Renewed	2266744	8/3/1999
SANT'ANDREA	Renewed	2386731	9/19/2000
DELCO	Renewed	2617374	9/10/2002
DELCO	Renewed	2617375	9/10/2002
DELCO	Renewed	2620379	9/17/2002
SANT' ANDREA (and design) 	Renewed	2651556	11/19/2002
SANT ANDREA (and design) 	Renewed	2668370	12/31/2002
SANT' ANDREA (and design) 	Renewed	2671450	1/7/2003

BOTTICELLI	Renewed	3925735	3/1/2011
ONEIDA FOODSERVICE	Renewed	4068998	12/13/2011
SANT'ANDREA	Registered	4135501	5/1/2012
QUEENSBURY	Registered	5251050	7/25/2017
CIRCA	Registered	5255595	8/1/2017
ROYALE	Registered	5255596	8/1/2017
MOOD	Registered	5270314	8/22/2017
OTHELLO	Registered	5275113	8/29/2017
CARESSA	Registered	5311452	10/17/2017
CHORD	Registered	5311453	10/17/2017
SAHARA	Registered	5311454	10/17/2017
JAZZ	Registered	5320021	10/31/2017
SURREY	Registered	5383778	1/23/2018
MONTAGUE	Registered	5399399	2/13/2018
CROMWELL	Registered	5410240	2/27/2018
TRAPEZE	Registered	5434364	3/27/2018
TENOR	Registered	5434365	3/27/2018
NEXUS	Registered	5472652	5/22/2018
KNIT	Registered	5476775	5/22/2018
LANCASTER GARDEN	Registered	5476776	5/22/2018
ANELLI	Registered	5829704	8/6/2019


RADIOSO	Registered	5829705	8/6/2019
SANT'ANDREA PENSATO	Registered	5985011	2/11/2020
SANT'ANDREA FURIOSO	Registered	5985012	2/11/2020
SANT'ANDREA BRIO	Registered	5985013	2/11/2020
SANT'ANDREA ADAGIO	Registered	5985014	2/11/2020
SANT'ANDREA AMORE	Registered	5985015	2/11/2020
FRANCIA	Registered	6222270	12/15/2020
PENSATO	Registered	6222271	12/15/2020

Marks: abandoned

Trademark	Status	Registration No.	Registration Date
NOBLESSE	Lapsed	71306832	0280604
THOR	Lapsed	72268215	0874194
REGO	Lapsed	73170444	1138785
REGO (and design) 	Lapsed	73173443	1141341
BLUE RIDGE	Lapsed	73233363	1181156
DUNES	Lapsed	73233482	1177304
SANT' ANDREA	Lapsed	76080756	2469654
CATO	Lapsed	87289558	5275114

BOTTICELLI UNO	Lapsed	87342440	-
ESPREE	Lapsed	87950979	-
ONEIDA PLATE ENVY	Lapsed	88007940	-
BRAHMIN	Lapsed	88103732	-

Johnson-Rose, Inc.

Trademark	Status	Application No. or Registration No. (as applicable)	Application Filing Date or Registration Date (as applicable)
JR (and design) 	Renewed	2612034	8/27/2002

2. TRADEMARK APPLICATIONS

Oneida, LLC

Pending Trademarks:

Trademark	Status	Registration No.	Registration Date
REGO	Pending	90287312	10/29/2020