

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5518305

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CTI SAGINAW I, LLC	05/03/2019
LIGURIA FOODS, LLC	05/03/2019
CTI FOODS HOLDING CO., LLC	05/03/2019
RECEIVING PARTY DATA	
Name:	BARCLAYS BANK PLC
Street Address:	400 JEFFERSON PARK
City:	WHIPPANY
State/Country:	NEW JERSEY
Postal Code:	07981
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	7074444
Patent Number:	7029716
Patent Number:	6220150
Patent Number:	6482457
Patent Number:	RE41885
CORRESPONDENCE DATA	
Fax Number:	(650)838-5109
<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:	650-838-3743
Email:	jlik@shearman.com
Correspondent Name:	PUJA DAVE
Address Line 1:	599 LEXINGTON AVENUE
Address Line 2:	SHEARMAN & STERLING LLP
Address Line 4:	NEW YORK, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	632-108
NAME OF SUBMITTER:	PUJA DAVE
SIGNATURE:	/PUJA DAVE/
DATE SIGNED:	05/10/2019

PATENT

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 3, 2019, is made by each entity listed as Grantor on the signature pages hereto (each a “**Grantor**”), collectively, the “**Grantors**”), in favor of Barclays Bank PLC (“**Barclays**”), in its capacity as collateral agent for the Secured Parties under the Security Agreement referred to below (the “**Agent**”).

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of May 3, 2019, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors, the Agent and certain other parties thereto, in order to secure payments of certain Secured Obligations (as defined in the Senior Secured Revolving Credit Agreement (as such term is defined in the Security Agreement)), each Grantor has assigned, pledged and granted to the Agent a continuing security interest in and to all of (i) its Trademarks and Trademark applications, including, without limitation, the Trademarks and Trademark applications listed on Schedule I hereto, (ii) its Patents and Patent applications, including, without limitation, the Patents and Patent applications listed on Schedule II hereto and (iii) its 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 Security Agreement) (the “**Intellectual Property**”). Until the Termination Date (as defined in the Senior Secured Revolving Credit Agreement), the Agent shall retain its security interest in the Intellectual Property granted herein and in the Security Agreement.

NOW, THEREFORE, for the consideration set forth herein and in the Security Agreement, the parties hereby agree that the Grantors, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants the Agent a lien on and security interest in, all of its right, title and interest in, to and under the Intellectual Property.

FOR THE AVOIDANCE OF DOUBT, notwithstanding any other provision of this agreement, the Grantors does not grant any lien on or security interest in any of the Excluded Assets (as defined in the Security Agreement). Additionally, unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CTI SAGINAW I, LLC
as Grantor

By: John E Zabala
Name: John Zabala
Title: Treasurer

LIGURIA FOODS, LLC
as Grantor


By: John E Zabala
Name: John Zabala
Title: Treasurer

CTI FOOD HOLDING CO., LLC
as Grantor

By: John E Zabala
Name: John Zabala
Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

BARCLAYS BANK PLC
as Agent



By: 
Name: Joseph Jordan
Title: Managing Director



[Signature Page to Intellectual Property Security Agreement]

**Schedule I
Trademarks**

U.S. Trademark Registrations

1. Registrations

Mark	Status	Reg. No. / App. No.	Reg. Date / App. Date / Renewal date	Owner
CTI Foods (& Design) 	Registered	5411028	02/27/2018	CTI Foods Holding Co., LLC
LIGURIA FOODS EST. 1974 (& Design) 	Registered	5442067	04/10/2018	Liguria Foods, Inc.
LIGURIA FOODS (& Design)	Registered	4595883	09/02/2014	Liguria Foods, Inc.

				
LIGURIA	Registered	4022326	09/06/2011	Liguria Foods, Inc.
BEIRMEISTER	Registered	3711972	11/17/2009	Liguria Foods, Inc.
GRATIFICA	Registered	3714813	11/24/2009	Liguria Foods, Inc.
LIGURIA LIGURIA (& Design) 	Registered	1690370	06/02/1992 Renewed: 06/02/2012	Liguria Foods, Inc.
LIGURIA	Registered	1670852	12/31/1991 Renewed: 12/31/2011	Liguria Foods, Inc.
CHEF TRUSTED INNOVATION	Registered	5692493	03/05/2019	CTI Foods Holding Co., LLC
AQUILA D'ORO (& Design) AQUILA D'ORO	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.