

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM757508

<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>
Houchens Food Group, Inc.		08/25/2022	Corporation: KENTUCKY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	10 South Dearborn		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97473130	HFG HOUCHENS FOOD GROUP	
<b>Serial Number:</b>	97473114	HFG HOUCHENS FOOD GROUP	
<b>Serial Number:</b>	97473080	HOUCHENS FOOD GROUP	
<b>Serial Number:</b>	97473063	HFG	
<b>Serial Number:</b>	97334064		
<b>Serial Number:</b>	97334051	CHILLY'S ICE COLD DRINKS	
<b>Serial Number:</b>	97350210	JAVA JOE'S	
<b>Serial Number:</b>	97350221		
<b>Serial Number:</b>	90825701	ACRE VALLEY	
<b>Serial Number:</b>	87797392	CHURCH STREET	
<b>Serial Number:</b>	86928244	THE KETTLE CO. GOURMET POPCORN	
<b>Serial Number:</b>	86586983	COON CREEK	
<b>Serial Number:</b>	86579702	THAT'S THE HANK'S WAY	
<b>Serial Number:</b>	86579707	FRIENDLY SERVICE. LOW PRICES.	
<b>Serial Number:</b>	86579694	HANK'S MARKET	
<b>Serial Number:</b>	86579693	HANK'S MARKET	
<b>Serial Number:</b>	76507097	CLOSE TO HOME	
<b>Serial Number:</b>	74404780	HOUCHENS	
<b>Serial Number:</b>	74404779	HOUCHENS	

OP \$490.00 97473130

**CORRESPONDENCE DATA****Fax Number:** 5025876391*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:** 502-587-3400**Email:** spyles@stites.com**Correspondent Name:** STITES & HARBISON PLLC**Address Line 1:** 400 W MARKET ST**Address Line 2:** SUITE 1800**Address Line 4:** LOUISVILLE, KENTUCKY 40202-3352

<b>ATTORNEY DOCKET NUMBER:</b>	BA309-222967
<b>NAME OF SUBMITTER:</b>	Susan Pyles
<b>SIGNATURE:</b>	/susan pyles/
<b>DATE SIGNED:</b>	09/26/2022

**Total Attachments: 5**

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**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Supplemental Grant") is made effective as of August 25, 2022 by and from HOUCHENS FOOD GROUP, INC., a Kentucky corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A., (the "Grantee") for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor, the other Loan Parties party thereto, the Lenders and Grantee have entered into a Credit Agreement dated August 25, 2022 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor and the other Loan Parties have entered into a Pledge and Security Agreement dated August 25, 2022 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Supplemental Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee 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 other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Supplemental Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement.

2) The Security Interest.

(a) This Supplemental Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Supplemental Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) Counterparts. This Supplemental Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Supplemental Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the Commonwealth of Kentucky.

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IN WITNESS WHEREOF, the Grantor has executed this Supplemental Grant effective as of the date first written above.

"Grantor"

**HOUCHENS FOOD GROUP, INC.**, a Kentucky corporation

By: 







Name: Jimmy Nichols



Title: President and Chief Operating Officer

[Signature Page to Houchens Food Group, Inc.  
Grant of Security Interest in United States Intellectual Property]

**TRADEMARK**  
**REEL: 007857 FRAME: 0574**

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS  
Exhibit A - SCHEDULE OF TRADEMARKS

	Serial Number	Reg. Number	Mark	Filing Date	Reg. Date	Class(es)
1	97473130	Pending	 HOUCHENS FOOD GROUP	Jun. 23, 2022	NA	35
2	97473114	Pending	 HOUCHENS FOOD GROUP	Jun. 23, 2022	NA	35
3	97473080	Pending	HOUCHENS FOOD GROUP	Jun. 23, 2022	NA	35
4	97473063	Pending	HFG	Jun. 23, 2022	NA	35
5	97334064	Pending		Mar. 28, 2022	NA	43
6	97334051	Pending	CHILLY'S ICE COLD DRINKS	Mar. 28, 2022	NA	43
7	97350210*	Pending	JAVA JOE'S	Apr. 6, 2022	NA	43
8	97350221	Pending		Apr. 6, 2022	NA	43
9	90825701	Pending	ACRE VALLEY	Jul. 13, 2021	NA	16; 29; 30; 32; 35
10	87797392	5852491	 CHURCH STREET	Feb. 14, 2018	Sep. 03, 2019	043
11	86928244	5261971	 THE KETTLE CO. GOURMET POPCORN	Mar. 03, 2016	Aug. 08, 2017	30; 35
12	86586983	4845976	COON CREEK	April 3, 2015	Nov. 3, 2015	29

13	86579702**	4994326	THAT'S THE HANK'S WAY	Mar. 27, 2015	Jul. 5, 2016	035
14	86579707**	4989809	FRIENDLY SERVICE. LOW PRICES.	Mar. 27, 2015	Jun. 28, 2016	035
15	86579694**	4989808		Mar. 27, 2015	Jun. 28, 2016	035
16	86579693**	4989807	HANK'S MARKET	Mar. 27, 2015	Jun. 28, 2016	035
17	76507097	2878657		Apr. 15, 2003	Aug. 31, 2004	035
18	74404780	1901824	HOUCHENS	Jun. 23, 1993	Jun. 27, 1995	042
19	74404779	1827893	<b>HOUCHENS</b>	Jun. 23, 1993	Mar. 22, 1994	042

\*Houchens Food Group, Inc. plans to abandon this application

\*\*Houchens Food Group, Inc. has ceased use of these marks and will therefore allow these registration to lapse