

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431512

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMPERIAL FROZEN FOODS HOLDCO LLC		06/09/2017	Limited Liability Company: DELAWARE
IMPERIAL FROZEN FOODS OP CO LLC		06/09/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	The PrivateBank and Trust Company, as Administrative Agent		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Illinois State Bank: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4841069	SUNVALE	
Registration Number:	4037648	TODAY'S HARVEST	
Registration Number:	2848655	TODAY'S HARVEST	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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:	312-609-7798		
Email:	ablekhman@vedderprice.com		
Correspondent Name:	Aida Blekhman		
Address Line 1:	222 N. LaSalle Street		
Address Line 2:	25th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	40180.00.0122		
NAME OF SUBMITTER:	Aida Blekhman		
SIGNATURE:	/Aida Blekhman/		
DATE SIGNED:	06/16/2017		

CH \$90.00 4841069

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 9th day of June, 2017 by IMPERIAL FROZEN FOODS HOLDCO LLC, a Delaware limited liability company ("Holdings"), and IMPERIAL FROZEN FOODS OP CO LLC, a Delaware limited liability company ("Imperial"; and together with Holdings, individually each a "Grantor" and collectively, the "Grantors") in favor of The PrivateBank and Trust Company, as the Administrative Agent for all the Lenders party to the Loan Agreement (as hereinafter defined) ("Administrative Agent");

WITNESSETH:

WHEREAS, Grantors and/or their affiliates have entered into a certain Loan and Security Agreement dated as of even date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with various financial institutions and the Administrative Agent, providing for the extensions of credit to be made to the Grantors by the Lenders; and

WHEREAS, pursuant to the terms of the Loan Agreement, each Grantor has granted to Administrative Agent, for the benefit of Administrative Agent and the Lenders, a security interest in substantially all of the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications, and trademark registrations, and all products and proceeds thereof, to secure the payment of all amounts owing by each Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders, a continuing security interest in each Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, and trademark registration owned by such Grantor, including, without limitation, each trademark, trademark application, and trademark registration referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; provided, that notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any "intent to use" trademark application for which a statement of use or declaration of use has not been filed and accepted with the U.S. Patent and Trademark Office; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any such trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto and any trademark registration issued pursuant to a trademark application referred to in Schedule 1.

3. Release of Security Agreement. This Agreement is made for collateral purposes only. Upon payment and performance in full of Grantors' Obligations and termination of the Loan Agreement, and upon Grantors' written request, Administrative Agent shall take such actions as may be reasonably necessary or reasonably proper to terminate the security interests created hereby and pursuant to the Loan Agreement.

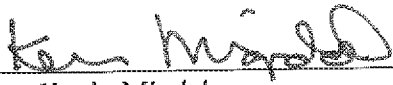
(Signature Page Follows)

(Signature Page to Trademark Security Agreement)

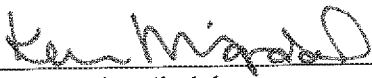
IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

GRANTORS:

**IMPERIAL FROZEN FOODS
HOLDCO LLC**, a Delaware limited
liability company

By: 
Name: Kevin Migdal
Title: President

**IMPERIAL FROZEN FOODS OP CO
LLC**, a Delaware limited liability
company

By: 
Name: Kevin Migdal
Title: President

(Signature Page to Trademark Security Agreement)

Acknowledged:

**THE PRIVATEBANK AND TRUST
COMPANY**, as Administrative Agent


By: 

Name: Tom Hunt

Title: Managing Director

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

Name of Owner	Trademark	Trademark Application Number/ Registration Number	Application Date/ Registration Date	Country
Imperial Frozen Foods Op Co LLC	SUNVALE	86567415 4841069	March 17, 2015 October 27, 2015	United States of America
Imperial Frozen Foods Op Co LLC	SUNVALE	1738507 N/A	July 22, 2015 N/A	Canada
Imperial Frozen Foods Op Co LLC		85199833 4037648	December 16, 2010 October 11, 2011	United States of America
Imperial Frozen Foods Op Co LLC	TODAY'S HARVEST	76439383 2848655	August 12, 2002 June 1, 2004 (renewed on December 7, 2014)	United States of America