

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM504350

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Treasure Valley Food Holdings, LLC		12/28/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Capital One, National Association, as Agent		
Street Address:	77 West Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4384973	FLAGSHIP	
Registration Number:	4388943	FLAGSHIP FOOD GROUP	
Registration Number:	4526390	FLAGSHIP FOOD GROUP	
Registration Number:	4388944	FLAGSHIP LOGISTICS	
Registration Number:	4722329	FLAGSHIP THREE SIXTY PACKAGING	
Registration Number:	4438989	JOIN IN OUR PASSION	
Registration Number:	5570910	LILLY BS	
Registration Number:	4722328	THREE SIXTY PACKAGING	
Registration Number:	0816704	CHRIS' & PITT'S	
Registration Number:	4580681	SU MING	
Registration Number:	4580680	SU MING TAKE IN ... DON'T TAKE OUT	
Registration Number:	4750830	TJ FARMS SELECT	
Registration Number:	4580679	TAKE IN ... DON'T TAKE OUT	
Registration Number:	2201703	TJ FARMS	
Registration Number:	4385235	GLUTEN FREE GLUTENFREEDA CERTIFIED LESS	
Registration Number:	3378634	GLUTENFREEDA	
Registration Number:	3871302	GLUTENFREEDA	
Registration Number:	3871303	GLUTENFREEDA	
Registration Number:	4254079	WE MAKE GLUTEN-FREE DELICIOUS...IT'S WHA	
TRADEMARK			

OP \$490.00 4384973

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.

Email: devin.rodriques@clarivate.com**Correspondent Name:** Diandra M. LaMantia**Address Line 1:** 111 West Monroe Street**Address Line 2:** Chapman and Cutler LLP**Address Line 4:** Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Diandra M. LaMantia
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SIGNATURE:	/Devin Rodrigues/
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DATE SIGNED:	01/03/2019
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Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Treasure Valley Food Holdings, LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other Limited Liability Company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 28, 2018

- Assignment Merger
 Security Agreement Change of Name
 Other Trademark Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: Capital One, National Association, as Agent

Street Address: 77 West Wacker Drive

City: Chicago

State: Illinois

Country: U.S.A. Zip: 60661

- Individual(s) Citizenship _____
 Association Citizenship US National Banking Assoc.
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Diandra M. LaMania

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-3274

Docket Number: _____

Email Address: lamania@chapman.com

6. Total number of applications and registrations involved:

22

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



for Chapman and Cutler LLP

January 3, 2019

Signature

Date

Diandra M. LaMania, Project Assistant

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **6**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 28, 2018, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Capital One, National Association ("Capital One"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 28, 2018 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among Flagship Premium Food Group LLC, a Delaware limited liability company (the "Borrower"), Flagship Premium Food Group Holdings LLC, a Delaware limited liability company ("Holdings"), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Capital One, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral");

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.


Section 5. Counterparts. This Trademark Security Agreement 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.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

TREASURE VALLEY FOOD HOLDINGS,
LLC

By: 
Name: Tyler Smith
Title: Chief Financial Officer

ACKNOWLEDGED AND AGREED
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION
as Agent

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement]


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

TREASURE VALLEY FOOD HOLDINGS,
LLC

By: _____
Name: Tyler Smith
Title: Chief Financial Officer

ACKNOWLEDGED AND AGREED
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION
as Agent

By: 
Name: Michael Sullivan
Title: Senior Director

{Signature Page to Trademark Security Agreement}

SCHEDULE I
To Trademark Security Agreement

Registered Trademarks

Country	Mark	Registration Number
United States	FLAGSHIP (and Design)	4,384,973
United States	FLAGSHIP FOOD GROUP	4,388,943
United States	FLAGSHIP FOOD GROUP	4,526,390
United States	FLAGSHIP LOGISTICS	4,388,944
United States	FLAGSHIP THREE SIXTY PACKAGING	4,722,329
United States	JOIN IN OUR PASSION	4,438,989
United States	Lilly Bs	5,570,910
United States	THREE SIXTY PACKAGING	4,722,328
European Union	FLAGSHIP (and Design)	011844693
Mexico	FLAGSHIP (and Design)	1461155
Mexico	FLAGSHIP (and Design)	1398345

United States	CHRIS' & PITT'S	816,704
United States	SU MING (and Design)	4,580,681
United States	SU MING TAKE IN. . . DON'T TAKE OUT (and Design)	4,580,680
United States	T J FARMS SELECT	4,750,830
United States	TAKE IN . . . DON'T TAKE OUT	4,580,679
United States	TJ FARMS	2,201,703

United States	Gluten Free Glutenfreeda Certified Less Than 5 PPM 100% Dedicated Facility (and Design)	4,385,235
United States	GLUTENFREEDA	3,378,634
United States	GLUTENFREEDA	3,871,302
United States	GLUTENFREEDA (and Design)	3,871,303
United States	WE MAKE GLUTEN-FREE DELICIOUS..IT'S WHAT WE DO	4,254,079

Trademark Applications

None.