

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605333

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN U.S. TRADEMARKS (ABL)
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Quirch Foods, LLC		10/27/2020	Limited Liability Company: FLORIDA
PFD OPCO, LLC		10/27/2020	Limited Liability Company: FLORIDA
CBBC Opco, LLC		10/27/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ROYAL BANK OF CANADA, as Administrative Agent
Street Address:	20 King Street West, 4th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	88240059	ALWAYS A FRESH BEAT BITE
Serial Number:	90011377	BUTTS FOODS
Serial Number:	90011413	BF BUTTS FOODS EST. 1935
Serial Number:	90009200	JACKSON FARMS
Serial Number:	87565869	MAMBO
Serial Number:	88240058	MAMBO
Serial Number:	73682738	COLORADO BOXED BEEF CO.
Serial Number:	73683929	COLORADO BOXED BEEF COMPANY
Serial Number:	74617117	COLORADO SUPREME
Serial Number:	75319140	GULF MAID
Serial Number:	75639906	THE GREAT FISH CO.
Serial Number:	85131439	HIGH RIVER ANGUS
Serial Number:	86369282	DIAMOND REEF
Registration Number:	4712347	PREFCO

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86952168	HIGH RIVER ANGUS
Serial Number:	87090815	SMOKY RIDGE
Serial Number:	87120162	AUTHENTIC, EXCEPTIONAL, LEGENDARY ANGUS
Serial Number:	87345400	PRESIDENTE
Serial Number:	87345440	PRESIDENTE
Serial Number:	87924422	SMOKY RIDGE
Serial Number:	86547936	GET KRAFTY
Serial Number:	86550415	PACIFIC SUPREME
Serial Number:	87472866	CASCADIA NATURAL MEATS

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: 2123186532
Email: alanagramer@paulhastings.com
Correspondent Name: ALANA GRAMER
Address Line 1: C/O PAUL HASTINGS LLP
Address Line 2: 200 Park Avenue
Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER:	Alana Gramer
SIGNATURE:	/s/ AG
DATE SIGNED:	10/27/2020

Total Attachments: 6

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NOTICE OF GRANT OF SECURITY INTEREST IN U.S. TRADEMARKS

This NOTICE OF GRANT OF SECURITY INTEREST IN U.S. TRADEMARKS (the “IP Security Agreement”) dated as of October 27, 2020, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors” and individually, each a “Grantor”) in favor of ROYAL BANK OF CANADA, as administrative agent and collateral agent (in such capacities and together with any successors and assigns in such roles, the “Administrative Agent”) for the Secured Parties (as defined in the ABL Credit Agreement referred to below).

WHEREAS, Quirch Foods Holdings, LLC, a Delaware limited liability company, Quirch Foods Intermediate, LLC, a Delaware limited liability company, each lender from time to time party thereto (collectively, the “Lenders” and individually, each a “Lender”) and the Administrative Agent have entered into an Amended and Restated ABL Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder), the “ABL Credit Agreement”);

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, the issuance of Letters of Credit by the L/C Issuers from time to time and the entry into documentation relating to Secured Bank Product Obligations by the Secured Bank Product Providers from time to time, each Grantor has executed and delivered that certain Amended and Restated ABL Security Agreement dated as of October 27, 2020 among the Grantors and the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Definitions. Capitalized terms used in this IP Security Agreement and not otherwise defined herein shall have the meanings ascribed to such terms in the ABL Credit Agreement or the Security Agreement, as applicable.

Section 2. Grant of Security. As security for the Full Payment or performance in full, as the case may be, of the Secured Obligations, each Grantor hereby unconditionally grants, pledges and collaterally assigns to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor’s right, title and interest in and to the following to the extent governed by, arising under, pursuant to, or by virtue of, the Laws of the United States of America or any state thereof (the “Collateral”):

(a) all trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, and all general intangibles of like nature whether registered or unregistered, together, in each case, with the goodwill symbolized thereby (“Trademarks”);

(b) all registrations and applications for registration for any of the foregoing in the United States Patent and Trademark Office, including, without limitation, the registrations and applications for registration of United States intellectual property set forth in Schedule I hereto, together with all

reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof; and

(c) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

provided, that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (c), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Assets.

Section 3. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the Full Payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)).

Section 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement with the United States Patent and Trademark Office.

Section 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this IP Security Agreement.


Section 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. This IP Security Agreement shall constitute a “Loan Document” for all purposes under the ABL Credit Agreement and the other Loan Documents.

Section 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

[Remainder of the page intentionally left in blank.]

IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.


Quirch Foods, LLC,
as Grantor

By: 
Name: Carmen Sabater
Title: Chief Financial Officer

PFD Opco, LLC,
as Grantor

By: 
Name: Carmen Sabater
Title: Chief Financial Officer

CBBC Opco, LLC,
as Grantor

By: 
Name: Carmen Sabater
Title: Chief Financial Officer

ROYAL BANK OF CANADA,
as Administrative Agent



By: 
Name: Rodica Dutka
Title: Manager, Agency

[Signature Page to Notice Of Grant Of Security Interest In U.S. Trademarks (ABL)]

TRADEMARK
REEL: 007088 FRAME: 0100

**Schedule I
TRADEMARKS**

Pledgor	Mark Name	Application Number	Application Date	Registration Number	Registration Date
Quirch Foods, LLC	<i>bite</i> ALWAYS A FRESH BITE	88/240059	12/22/2018	5,820,001	07/30/2019
Quirch Foods, LLC	BUTTS FOODS	90/011377	06/19/2020	N/A	N/A
Quirch Foods, LLC	 Butts Foods	90/011413	06/19/2020	N/A	N/A
Quirch Foods, LLC	JACKSON FARMS	90/009200	06/18/2020	N/A	N/A
Quirch Foods, LLC	MAMBO®	87/565869	08/11/2017	5,723,035	04/09/2019
Quirch Foods, LLC		88/240058	12/22/2018	5,970,499	01/28/2020
CBBC Opco, LLC	COLORADO BOXED BEEF CO.	73/682738	09/04/1987	1543742	06/13/1989
CBBC Opco, LLC		73/683929	09/14/1987	1536547	04/25/1989
CBBC Opco, LLC	COLORADO SUPREME	74/617117	01/03/1995	1944013	12/26/1995
CBBC Opco, LLC	GULF MAID	75/319140	07/03/1997	2,243,604	05/04/1999
CBBC Opco, LLC		75/639906	02/12/1999	2374629	08/08/2000
CBBC Opco, LLC	HIGH RIVER ANGUS	85/131439	09/16/2010	4152520	06/05/2012
CBBC Opco, LLC	PREFCO	86/369282	08/18/2014	4712347	03/31/2015
CBBC Opco, LLC	DIAMOND REEF	86/369282	08/18/2014	4712353	03/31/2015
CBBC Opco, LLC		86/952168	03/24/2016	5081264	11/15/2016

Pledgor	Mark Name	Application Number	Application Date	Registration Number	Registration Date
CBBC Opco, LLC	SMOKY RIDGE	87/090815	07/01/2016	5168522	03/21/2017
CBBC Opco, LLC	AUTHENTIC. EXCEPTIONAL, LEGENDARY ANGUS	87/120162	07/28/2016	5146739	02/21/2017
CBBC Opco, LLC	PRESIDENTE	87/345400	02/22/2017	5353848	12/12/2017
CBBC Opco, LLC	<i>Presidente</i> 	87/345440	02/22/2017	5353849	12/12/2017
CBBC Opco, LLC		87/924422	5/16/2018	5642938	1/1/2019
PFD Opco, LLC	GET KRAFTY	86/547936	2/27/2015	4835621	10/20/2015
PFD Opco, LLC	PACIFIC SUPREME	86/550415	3/2/2015	4835735	10/20/2015
PFD Opco, LLC	CASCADIA NATURAL MEATS	87/472866	6/2/2017	5667156	1/29/2019