

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM749949

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Family Food Distributors, Inc.		08/17/2022	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Signature Bank		
Street Address:	1177 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6714111	GRAN ECUADOR	
Registration Number:	6024781	MAMA TERRA NATURALLY HEALTHY	
Serial Number:	90651129	EL SABOR QUE NOS ACERCA	
Serial Number:	97272058	IDEAL EL REY DEL ATÚN	
Serial Number:	97044286	FAMILY FOOD SPECIALTY FOOD DISTRIBUTORS	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	08/19/2022		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT, dated as of August 17, 2022, is made by FAMILY FOOD DISTRIBUTORS, INC. (collectively with each other Person which now or hereafter becomes a party hereto as a grantor, each, a “Grantor” and collectively, the “Grantors”) in favor of SIGNATURE BANK, a bank chartered under the laws of the State of New York (“Lender”).

BACKGROUND

Pursuant to that certain Loan and Security Agreement dated as December 20, 2019 by and among the Borrowers, the other Loan Parties thereto and Lender (as from time to time amended, restated, supplemented or otherwise modified, the “Loan Agreement”), the Grantors have executed and delivered that certain Intellectual Property Security Agreement, dated as of December 20, 2019 by the Grantor in favor of the Lender (as from time to time amended, restated, supplemented or otherwise modified, the “IP Security Agreement”)

Lender is willing to continue to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Lender this Intellectual Property Security Agreement Supplement.

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

Section 1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement or the IP Security Agreement, as the case may be.

Section 2. Grant of Security Interest in Additional Intellectual Property Collateral. To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time, each Grantor hereby pledges and grants to Lender a continuing first priority security interest in all of such Grantor’s right, title and interest in, to and under the following (collectively, the “Additional Intellectual Property Collateral”):

- (a) all of its Patents and Patent Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;
- (b) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule II hereto;
- (c) all of its Copyrights and Copyright Licenses to which it is a party, including, without limitation, those referred to on Schedule III hereto;
- (d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright license, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

(g) Notwithstanding anything to the contrary contained in clauses (a) through (f) of this Section 2, the Additional Intellectual Property Collateral shall not include any intent-to-use US trademark application for which an amendment to allege use or statement of use has not been filed and accepted by the United States Patent and Trademark Office and that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a Lien thereon (provided that each intent-to-use application shall be considered Additional Intellectual Property Collateral immediately and automatically upon such filing and acceptance).

Section 3. Representations and Warranties. Each Grantor represents and warrants that such Grantor does not have any interest in, or title to, any registered Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement Supplement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Lender in all of each Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from such Grantor. Upon filing of this Intellectual Property Security Agreement Supplement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements in the applicable filing office in the state of formation of each Grantor, all action necessary or desirable to protect and perfect Lender's lien on such Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

Section 4. Covenants. Each Grantor covenants and agrees with Lender that from and after the date of this Intellectual Property Security Agreement Supplement and until the Termination Date:

(a) Such Grantor shall notify Lender immediately if it knows that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) material to the operation of such Grantor's business may become abandoned or deactivated, or of any materially adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United

States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any such Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall such Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Lender prior written notice thereof, and, upon request of Lender, such Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Lender) to evidence Lender's Lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Such Grantor shall take all actions necessary or reasonably requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing) including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Additional Intellectual Property Collateral material to the operation of any Grantor's business is infringed upon, or misappropriated or diluted by a third party, such Grantor shall notify Lender promptly after such Grantor learns thereof. Each Grantor shall, unless it shall reasonably determine that such Additional Intellectual Property Collateral is not material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Lender shall reasonably deem appropriate under the circumstances to protect such Additional Intellectual Property Collateral.

Section 5. Security Agreement. The security interests granted pursuant to this Intellectual Property Security Agreement Supplement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement and the IP Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Additional Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 6. Reinstatement. This Intellectual Property Security Agreement Supplement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that

any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

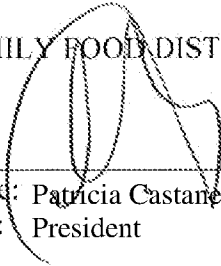
Section 7. Notices. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement Supplement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

Section 8. Termination of this Security Agreement. Subject to Section 6 hereof, this Intellectual Property Security Agreement Supplement shall terminate upon the Termination Date.

[Remainder of page intentionally left blank.]

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

FAMILY FOOD DISTRIBUTORS, INC.


By: 
Name: Patricia Castañeda-Mendez
Title: President

{Signature Page to Intellectual Property Security Agreement Supplement}

TRADEMARK
REEL: 007826 FRAME: 0901

ACCEPTED and ACKNOWLEDGED by:

SIGNATURE BANK

By: 
Name: Lauren Calantone
Title: Vice President

[Signature Page to Intellectual Property Security Agreement Supplement]

TRADEMARK
REEL: 007826 FRAME: 0902

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS

None.

Schedule I

TRADEMARK
REEL: 007826 FRAME: 0903

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

Mark	Registration Date	Registration No./Serial No.	Country
GRAN ECUADOR	April 26, 2022	6714114	USA
MAMA TERRA NATURALLY HEALTHY	March 31, 2020	6024781	USA
EL SABOR QUE NOS ACERCA	April 16, 2021	90651129	USA
IDEAL EL REY DEL ATUN & Design	Febrero 17, 2021	97272058	USA
FAMILY FOOD SPECIALTY FOOD DISTRIBUTORS & Design	September 24, 2021	97044286	USA

Schedule II

TRADEMARK
REEL: 007826 FRAME: 0904

**SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

COPYRIGHTS

None.

Schedule III