

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM781398

|                                   |                                     |                       |                                     |
|-----------------------------------|-------------------------------------|-----------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>           | RESUBMISSION                        |                       |                                     |
| <b>NATURE OF CONVEYANCE:</b>      | SECURITY INTEREST                   |                       |                                     |
| <b>RESUBMIT DOCUMENT ID:</b>      | 900733944                           |                       |                                     |
| <b>CONVEYING PARTY DATA</b>       |                                     |                       |                                     |
| <b>Name</b>                       | <b>Formerly</b>                     | <b>Execution Date</b> | <b>Entity Type</b>                  |
| FOODSERVICES BRAND GROUP, LLC     |                                     | 11/22/2022            | Limited Liability Company: DELAWARE |
| <b>RECEIVING PARTY DATA</b>       |                                     |                       |                                     |
| <b>Name:</b>                      | East West Bank, as Agent            |                       |                                     |
| <b>Street Address:</b>            | 135 N. Los Robles Avenue, 3rd Floor |                       |                                     |
| <b>City:</b>                      | Pasadena                            |                       |                                     |
| <b>State/Country:</b>             | CALIFORNIA                          |                       |                                     |
| <b>Postal Code:</b>               | 91101                               |                       |                                     |
| <b>Entity Type:</b>               | Banking Association: CALIFORNIA     |                       |                                     |
| <b>PROPERTY NUMBERS Total: 74</b> |                                     |                       |                                     |
| <b>Property Type</b>              | <b>Number</b>                       | <b>Word Mark</b>      |                                     |
| <b>Registration Number:</b>       | 2598986                             | SUP-R-SERV            |                                     |
| <b>Registration Number:</b>       | 2598987                             | VAL-U-AIR             |                                     |
| <b>Registration Number:</b>       | 2599371                             | SS SUPER STEEL        |                                     |
| <b>Registration Number:</b>       | 2618755                             | SUP-R-AIR             |                                     |
| <b>Registration Number:</b>       | 3600707                             | UPDATE INTERNATIONAL  |                                     |
| <b>Registration Number:</b>       | 3600708                             | UPDATE INTERNATIONAL  |                                     |
| <b>Registration Number:</b>       | 0980820                             | CO-RECT               |                                     |
| <b>Registration Number:</b>       | 0760224                             | TOMLINSON             |                                     |
| <b>Registration Number:</b>       | 1053232                             | FRONTIER KETTLE       |                                     |
| <b>Registration Number:</b>       | 1261623                             |                       |                                     |
| <b>Registration Number:</b>       | 1299564                             | MODULAR               |                                     |
| <b>Registration Number:</b>       | 1334177                             | TOMLINSON             |                                     |
| <b>Registration Number:</b>       | 1392938                             | NO-DRIP               |                                     |
| <b>Registration Number:</b>       | 1731164                             | TOMLINSON             |                                     |
| <b>Registration Number:</b>       | 1792653                             | SIMPLI-FLEX           |                                     |
| <b>Registration Number:</b>       | 1851510                             | CHEF'S EDGE           |                                     |
| <b>Registration Number:</b>       | 2031044                             | TOUCH GUARD           |                                     |
| <b>Registration Number:</b>       | 2058539                             |                       |                                     |

| Property Type        | Number  | Word Mark          |
|----------------------|---------|--------------------|
| Registration Number: | 2205488 | CHEF'S EDGE        |
| Registration Number: | 2205501 | RIPPLE TWIST MILLS |
| Registration Number: | 2225606 | BAR-MATE           |
| Registration Number: | 2887485 | C-KURE             |
| Registration Number: | 3025494 |                    |
| Registration Number: | 3025495 |                    |
| Registration Number: | 4483507 |                    |
| Registration Number: | 5684029 | FUSION             |
| Registration Number: | 5801778 | GLENRAY            |
| Registration Number: | 6072804 | PLATE ENVY         |
| Registration Number: | 0682551 | ONEIDA             |
| Registration Number: | 0439625 | SENECA             |
| Registration Number: | 0512068 | ETON               |
| Registration Number: | 2094572 | LEXINGTON          |
| Registration Number: | 2104884 | BELMORE            |
| Registration Number: | 2136644 | CERAMICOR          |
| Registration Number: | 2195521 | UNITY              |
| Registration Number: | 2266744 | ETAGE              |
| Registration Number: | 2386731 | SANT'ANDREA        |
| Registration Number: | 2617374 | DELCO              |
| Registration Number: | 2617375 | DELCO              |
| Registration Number: | 2620379 | DELCO              |
| Registration Number: | 2651556 | SANT' ANDREA       |
| Registration Number: | 2668370 | SANT ANDREA        |
| Registration Number: | 2671450 | SANT' ANDREA       |
| Registration Number: | 3925735 | BOTTICELLI         |
| Registration Number: | 4068998 | ONEIDA FOODSERVICE |
| Registration Number: | 4135501 | SANT'ANDREA        |
| Registration Number: | 5251050 | QUEENSBURY         |
| Registration Number: | 5255595 | CIRCA              |
| Registration Number: | 5255596 | ROYALE             |
| Registration Number: | 5270314 | MOOD               |
| Registration Number: | 5275113 | OTHELLO            |
| Registration Number: | 5311452 | CARESSA            |
| Registration Number: | 5311453 | CHORD              |
| Registration Number: | 5311454 | SAHARA             |
| Registration Number: | 5320021 | JAZZ               |
| Registration Number: | 5383778 | SURREY             |

| Property Type        | Number   | Word Mark           |
|----------------------|----------|---------------------|
| Registration Number: | 5399399  | MONTAGUE            |
| Registration Number: | 5410240  | CROMWELL            |
| Registration Number: | 5434364  | TRAPEZE             |
| Registration Number: | 5434365  | TENOR               |
| Registration Number: | 5472652  | NEXUS               |
| Registration Number: | 5476775  | KNIT                |
| Registration Number: | 5476776  | LANCASTER GARDEN    |
| Registration Number: | 5829704  | ANELLI              |
| Registration Number: | 5829705  | RADIO SO            |
| Registration Number: | 5985011  | SANT'ANDREA PENSATO |
| Registration Number: | 5985012  | SANT'ANDREA FURIOSO |
| Registration Number: | 5985013  | SANT'ANDREA BRIO    |
| Registration Number: | 5985014  | SANT'ANDREA ADAGIO  |
| Registration Number: | 5985015  | SANT'ANDREA AMORE   |
| Registration Number: | 6222270  | FRANCIA             |
| Registration Number: | 6222271  | PENSATO             |
| Registration Number: | 2612034  | JR                  |
| Serial Number:       | 90287312 | REGO                |

**CORRESPONDENCE DATA**

Fax Number: 3125774565  
*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: 312-577-8265  
Email: kristin.brozovic@katten.com  
Correspondent Name: Kristin Brozovic c/o Katten  
Address Line 1: 525 W Monroe St  
Address Line 4: Chicago, ILLINOIS 60661

|                         |                    |
|-------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 332779-66          |
| NAME OF SUBMITTER:      | Kristin Brozovic   |
| SIGNATURE:              | /Kristin Brozovic/ |
| DATE SIGNED:            | 01/18/2023         |

**Total Attachments: 11**  
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of November 22, 2022 between each of the signatories hereto (collectively, the “**Grantors**”) in favor of EAST WEST BANK, as agent for the Lenders (in such capacity, the “**Agent**”) (as defined in the Security Agreement referred to below).

### RECITALS:

**WHEREAS**, reference is made to that certain Guarantee and Security Agreement, dated as of December 9, 2020 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement), by and among the Grantors, the other grantors party thereto and the Agent; and

**WHEREAS**, under the terms of the Security Agreement, the Grantors have (i) as collateral security for the Obligations, granted to the Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the Obligations, each Grantor hereby grants to the Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(a) All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, trade dress and general intangibles of a like nature, all registrations and applications for registration of any of the foregoing including, but not limited to (i) the registrations and applications for registration referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

**Section 2. Recordation.** Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

**Section 3. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf”, “tif” “DocuSign” or other similar electronic format) format shall be effective as delivery of a manually executed counterpart of this Agreement.

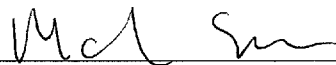
**Section 4. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto 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 Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

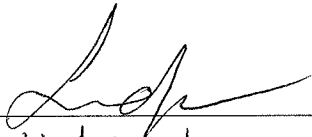
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**IN WITNESS WHEREOF**, each Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**FOODSERVICES BRAND GROUP, LLC,**  
as a Grantor

By:   
Name: Mayank Singh  
Title: President

**EAST WEST BANK,**  
as Agent

By:   
Name: Lindsey Chan  
Title: vp- SAG



**Schedule 1  
Trademarks**

The following intellectual property was assigned to Foodservices Brand Group, LLC from the referenced parties pursuant to that certain Secured Party Asset Purchase Agreement by and between Foodservices Brand Group, LLC and WhiteHorse Capital Management, LLC dated November 22, 2022.

1. REGISTERED TRADEMARKS

Franklin Financial Management, LLC

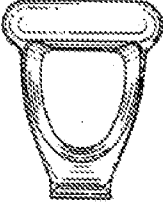
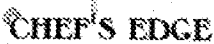
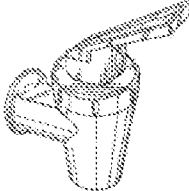

| Trademark            | Registration Number | Registration Date |
|----------------------|---------------------|-------------------|
| SUP-R-SERV           | 2598986             | 7/23/2002         |
| VAL-U-AIR            | 2598987             | 7/23/2002         |
| SS SUPER STEEL       | 2599371             | 7/23/2002         |
| SUP-R-AIR            | 2618755             | 9/10/2002         |
| UPDATE INTERNATIONAL | 3600707             | 4/7/2009          |
| UPDATE INTERNATIONAL | 3600708             | 4/7/2009          |


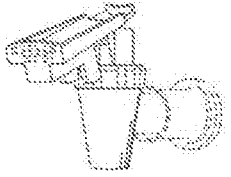
Co-Rect Products, Inc.

| Trademark | Status  | Application No. or Registration No. (as applicable) | Application Filing Date or Registration Date (as applicable) |
|-----------|---------|---|--|
| CO-RECT   | Renewed | 980820  | Mar. 26, 1974  |

Tomlinson Industries, LLC

| Trademark       | Status  | Registration No. | Registration Date |
|-----------------|---------|------------------|-------------------|
| TOMLINSON       | Renewed | 0760224          | 11/19/1963        |
| FRONTIER KETTLE | Renewed | 1053232          | 11/23/1976        |

|   |         |         |            |
|---|---------|---------|------------|
| <i>(Design Only)</i><br>     | Renewed | 1261623 | 12/20/1983 |
| MODULAR   | Renewed | 1299564 | 10/9/1984  |
| TOMLINSON   | Renewed | 1334177 | 5/7/1985   |
| NO-DRIP   | Renewed | 1392938 | 5/13/1986  |
| TOMLINSON   | Renewed | 1731164 | 11/10/1992 |
| SIMPLI-FLEX   | Renewed | 1792653 | 9/14/1993  |
| CHEF'S EDGE (and design)<br> | Renewed | 1851510 | 8/30/1994  |
| TOUCH GUARD   | Renewed | 2031044 | 1/14/1997  |
| <i>(Design Only)</i><br>   | Renewed | 2058539 | 5/6/1997   |
| CHEF'S EDGE   | Renewed | 2205488 | 11/24/1998 |
| RIPPLE TWIST MILLS  | Renewed | 2205501 | 11/24/1998 |
| BAR-MATE  | Renewed | 2225606 | 2/23/1999  |
| C-KURE  | Renewed | 2887485 | 9/21/2004  |
| <i>(Design Only)</i><br>   | Renewed | 3025494 | 12/13/2005 |

|  |            |         |            |
|--|------------|---------|------------|
| (Design Only)<br> | Renewed    | 3025495 | 12/13/2005 |
| (Design Only)<br> | Registered | 4483507 | 2/18/2014  |
| FUSION   | Registered | 5684029 | 2/26/2019  |
| GLENRAY  | Registered | 5801778 | 7/9/2019   |

Marks: abandoned

|           |        |          |         |
|-----------|--------|----------|---------|
| C-KURE    | Lapsed | 75518177 | 2394024 |
| C-KURE    | Lapsed | 75678321 | 2480531 |
| GLENRAY   | Lapsed | 75867637 | 2396023 |
| TOMLINSON | Lapsed | 86483114 | 4798751 |
| BIAGGIA   | Lapsed | 87911439 | -       |

Oneida, LLC


| Trademark  | Status     | Registration No. | Registration Date |
|------------|------------|------------------|-------------------|
| PLATE ENVY | Registered | 6072804          | 6/9/2020          |
| ONEIDA     | Renewed    | 0682551          | 7/28/1959         |
| SENECA     | Renewed    | 0439625          | 7/6/1948          |

|  |         |         |            |
|--|---------|---------|------------|
| ETON   | Renewed | 0512068 | 7/12/1949  |
| LEXINGTON  | Renewed | 2094572 | 9/9/1997   |
| BELMORE  | Renewed | 2104884 | 10/14/1997 |
| CERAMICOR  | Renewed | 2136644 | 2/17/1998  |
| UNITY  | Renewed | 2195521 | 10/13/1998 |
| ETAGE  | Renewed | 2266744 | 8/3/1999   |
| SANT'ANDREA  | Renewed | 2386731 | 9/19/2000  |
| DELCO  | Renewed | 2617374 | 9/10/2002  |
| DELCO  | Renewed | 2617375 | 9/10/2002  |
| DELCO  | Renewed | 2620379 | 9/17/2002  |
| SANT' ANDREA (and design)<br> | Renewed | 2651556 | 11/19/2002 |
| SANT ANDREA (and design)<br>  | Renewed | 2668370 | 12/31/2002 |
| SANT' ANDREA (and design)<br> | Renewed | 2671450 | 1/7/2003   |

|                       |            |         |            |
|-----------------------|------------|---------|------------|
| BOTTICELLI            | Renewed    | 3925735 | 3/1/2011   |
| ONEIDA<br>FOODSERVICE | Renewed    | 4068998 | 12/13/2011 |
| SANT'ANDREA           | Registered | 4135501 | 5/1/2012   |
| QUEENSBURY            | Registered | 5251050 | 7/25/2017  |
| CIRCA                 | Registered | 5255595 | 8/1/2017   |
| ROYALE                | Registered | 5255596 | 8/1/2017   |
| MOOD                  | Registered | 5270314 | 8/22/2017  |
| OTHELLO               | Registered | 5275113 | 8/29/2017  |
| CARESSA               | Registered | 5311452 | 10/17/2017 |
| CHORD                 | Registered | 5311453 | 10/17/2017 |
| SAHARA                | Registered | 5311454 | 10/17/2017 |
| JAZZ                  | Registered | 5320021 | 10/31/2017 |
| SURREY                | Registered | 5383778 | 1/23/2018  |
| MONTAGUE              | Registered | 5399399 | 2/13/2018  |
| CROMWELL              | Registered | 5410240 | 2/27/2018  |
| TRAPEZE               | Registered | 5434364 | 3/27/2018  |
| TENOR                 | Registered | 5434365 | 3/27/2018  |
| NEXUS                 | Registered | 5472652 | 5/22/2018  |
| KNIT                  | Registered | 5476775 | 5/22/2018  |
| LANCASTER<br>GARDEN   | Registered | 5476776 | 5/22/2018  |
| ANELLI                | Registered | 5829704 | 8/6/2019   |


|                        |            |         |            |
|------------------------|------------|---------|------------|
| RADIOSO                | Registered | 5829705 | 8/6/2019   |
| SANT'ANDREA<br>PENSATO | Registered | 5985011 | 2/11/2020  |
| SANT'ANDREA<br>FURIOSO | Registered | 5985012 | 2/11/2020  |
| SANT'ANDREA<br>BRIO    | Registered | 5985013 | 2/11/2020  |
| SANT'ANDREA<br>ADAGIO  | Registered | 5985014 | 2/11/2020  |
| SANT'ANDREA<br>AMORE   | Registered | 5985015 | 2/11/2020  |
| FRANCIA                | Registered | 6222270 | 12/15/2020 |
| PENSATO                | Registered | 6222271 | 12/15/2020 |

*Marks: abandoned*

| Trademark  | Status | Registration No. | Registration Date |
|--|--------|------------------|-------------------|
| NOBLESSE   | Lapsed | 71306832         | 0280604           |
| THOR   | Lapsed | 72268215         | 0874194           |
| REGO   | Lapsed | 73170444         | 1138785           |
| REGO (and design)<br> | Lapsed | 73173443         | 1141341           |
| BLUE RIDGE   | Lapsed | 73233363         | 1181156           |
| DUNES  | Lapsed | 73233482         | 1177304           |
| SANT' ANDREA   | Lapsed | 76080756         | 2469654           |
| CATO   | Lapsed | 87289558         | 5275114           |

|                   |        |          |   |
|-------------------|--------|----------|---|
| BOTTICELLI UNO    | Lapsed | 87342440 | - |
| ESPREE            | Lapsed | 87950979 | - |
| ONEIDA PLATE ENVY | Lapsed | 88007940 | - |
| BRAHMIN           | Lapsed | 88103732 | - |

Johnson-Rose, Inc.

| Trademark  | Status  | Application No. or Registration No. (as applicable) | Application Filing Date or Registration Date (as applicable) |
|--|---------|---|--|
| JR (and design)<br> | Renewed | 2612034   | 8/27/2002  |

2. TRADEMARK APPLICATIONS

Oneida, LLC

Pending Trademarks:

| Trademark | Status  | Registration No. | Registration Date |
|-----------|---------|------------------|-------------------|
| REGO      | Pending | 90287312         | 10/29/2020        |