

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI102301

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOUTH CHICAGO PACKING LLC		03/15/2024	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Company Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn, Floor L2		
Internal Address:	Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4719341	SCP	
Registration Number:	4719809	SCP SOUTH CHICAGO PACKING	
Registration Number:	4843813	ALL FRY	
Registration Number:	5962813	SCP ALL CAKE & ICING	
Registration Number:	5962954	SCP ALL PIE	
Registration Number:	5968208	SCP ALL DONUT	
Registration Number:	6441466	SCP LARD	
Registration Number:	6821410	SCP DEODORIZED LARD	
Registration Number:	4698913	ALL CRISP	
CORRESPONDENCE DATA			
Fax Number:	8443453178		
<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:	8583141200		
Email:	dtran@jonesday.com,rlatta@jonesday.com		
Correspondent Name:	Mr. Dai Tran		
Address Line 1:	250 Vesey Street		
Address Line 4:	New York, NEW YORK 10281		

CH \$240.00.00 86320105

ATTORNEY DOCKET NUMBER:	080461-010178
NAME OF SUBMITTER:	Dai Tran
SIGNATURE:	Dai Tran
DATE SIGNED:	03/18/2024

Total Attachments: 6

source=06. JPM_Miniat -- Trademark Security Agreement (South Chicago Packing LLC)
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 15, 2024 (this “Agreement”), is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity and together with its successors and permitted assigns in such capacity, the “Administrative Agent”) for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, reference is made to that certain Forbearance Agreement and Amendment No. 4 to the Amended and Restated Credit Agreement, dated as of March 15, 2024 (the “Amendment”), which amends the Amended and Restated Credit Agreement, dated as of April 9, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower (as defined therein), the other Loan Parties (as defined therein) from time to time party thereto, the lenders from time to time party thereto (the “Lenders”), and the Administrative Agent; and

WHEREAS, each of the Grantors is party to that certain Pledge and Security Agreement dated as of March 15, 2024 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent, for the benefit of the Secured Parties (as defined in the Credit Agreement), pursuant to which the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Amendment and to induce the Lenders to continue to extend credit to the Borrower under the Credit Agreement, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the 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 (as defined in the Credit Agreement), hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in 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 those referred to on Schedule 1 hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill associated therewith; 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 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. Notwithstanding the foregoing, there shall be no security interest or Lien (as defined in the Credit Agreement) on any U.S. Trademark application that is filed on an “intent-to-use” basis (until such time as a statement of use or amendment to allege use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office) or any Intellectual Property if the grant of a Lien on or security interest in such Intellectual Property is prohibited by law, or would result in the abandonment, impairment, cancellation or voiding of any right, title or interest in such Intellectual Property.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the

Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference, *mutatis mutandis*, as if fully set forth herein, and the parties hereto agree to such terms. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

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 subject to a security interest hereunder.

Section 5. Recordation. Each Grantor authorizes and requests that the United States Patent and Trademark Office record this Trademark Security Agreement.

Section 6. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission (including PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 7. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.** In addition, the provisions of Sections 7.17 and 7.18 of the Security Agreement are hereby incorporated herein by reference and shall apply to this Agreement, *mutatis mutandis*, with the same force and effect as if fully set forth herein and the parties hereto agree to such terms.

Section 8. Loan Document and Collateral Document. This Agreement constitutes a “Loan Document” and a “Collateral Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents and Collateral Documents.

[*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.

SOUTH CHICAGO PACKING LLC

By: Miniati Holdings LLC
Its: Sole Member

By: Miniati Companies, Inc.
Its: Sole Member

By: 

Stacey Huels
Vice President

Accepted by:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent.

By: [Signature]

Name: [Signature]

Title: [Signature]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Mexico Trademark Registrations							
Trademark	Reg. Number	Reg. Date	App Number	App Date	Class - Goods	Case Number	Next Deadline
SCP ALL BAKE design	1969382	2/12/2019	2128430	9-Nov-18	29 - shortening	42736.07.0013	11/9/2028
SCP ALL DONUT (Word)	1969383	12-Feb-19	2128431	9-Nov-18	29 - shortening	42736.07.0015	11/9/2028
SCP LARD (Word)	1969129	12-Feb-19	2133048	21-Nov-18	29 - shortening	42736.07.0017	11/21/2028

Canada Trademark Registrations							
Trademark	Reg. Number	Reg. Date	App Number	App Date	Class - Goods	Case Number	Next Deadline
SCP ALL DONUT (Word)	1929827	1/24/2022	1929827	9-Nov-18	29 - shortening	42736.07.0014	1/24/2032

SCP Trademark Report							
U.S. Trademark Registrations							
Trademark	Reg. Number	Reg. Date	App Number	App Date	Class - Goods	Case Number	Next Deadline
SCP (stylized and/or with design)	4719341	14-Apr-15	86/320,10 5	25-Jun-14	29 - oils and fats for food	42736.07.0031	4/14/2025
SCP SOUTH CHICAGO PACKING (stylized w/design)	4719809	14-Apr-15	86/377,64 0	26-Aug-14	29 - oils and fats for food	42736.07.0032	4/14/2025
ALL FRY (Word)	4843813	3-Nov-15	86/321,28 6	26-Jun-14	29 - shortening	42736.07.0030	11/3/2025
SCP ALL CAKE & ICING	5962813	14-Jan-20	88/190,47 4	12-Nov-18	29 - shortening	42736.07.0011	1/14/2026
SCP ALL PIE (Word)	5962954	14-Jan-20	88/218,04 1	5-Dec-18	29 - shortening	42736.07.0021	1/14/2026
SCP ALL DONUT	5968208	21-Jan-20	87/917,86 7	11-May-18	29 - shortening	42736.07.0005	21-06-26
SCP LARD (Word)	6441466	3-Aug-21	88/013,22 5	25-Jun-18	29 - shortening	42736.07.0007	8/3/2027

SCP DEODORIZ ED LARD (Word)	6821410	16-Aug-22	88/259,01 8	11-Jan-19	29 - shortening	42736.07.0009	8/16/2028
ALL CRISP	4698913		86/321,18 4				

2. TRADEMARK APPLICATIONS

N/A

3. IP LICENSES

N/A