

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342912

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COASTAL SUNBELT PRODUCE, LLC		05/29/2015	LIMITED LIABILITY COMPANY: MARYLAND
EAST COAST FRESH, LLC		05/29/2015	LIMITED LIABILITY COMPANY: MARYLAND
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK, N.A., as Administrative Agent		
Street Address:	111 West Monroe Street		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3347729	WE MAKE IT HAPPEN	
Registration Number:	3232081	EAST COAST FRESH CUTS	
Registration Number:	3434235	EAST COAST FRESH CUTS	
Registration Number:	2961770	COASTAL SUNBELT PRODUCE	
Registration Number:	2961753	COASTAL SUNBELT PRODUCE	
Registration Number:	4454076	COASTAL SUNBELT PRODUCE WE MAKE IT HAPPE	
Registration Number:	4493912	EAST COAST FRESH CUTS	
Registration Number:	4500715	EAST COAST FRESH	
Registration Number:	4571035	NATURE'S KITCHEN	
Serial Number:	86542882	SUNBELT ORGANIC	
Serial Number:	86542924	SUNBELT ORGANIC	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	312-863-7198		
Email:	nancy.brougher@goldbergekohn.com		

OP \$290.00 3347729

Correspondent Name: Nancy Brougher, Paralegal
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 3630.193

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 05/31/2015

Total Attachments: 4

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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of May 29, 2015, by the undersigned (each a "Grantor" and, collectively, "Grantors"), in favor of BMO HARRIS BANK, N.A., in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, "Grantee"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement

WHEREAS, each Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, each Grantor has entered into a Pledge and Security Agreement, dated May 29, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement). Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the U.S. Patent and Trademark Office.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that of any conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

Each Grantor hereby authorizes Grantee to modify this Trademark Security Agreement by amending Schedule A to include any future United States Trademarks of such

Grantor that would otherwise constitute Collateral under this Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from Grantee's continuing security interest in all Collateral, whether or not listed on Schedule A.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

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

COASTAL SUNBELT PRODUCE, LLC,

By: Robert Lahmann
Name: Robert Lahmann
Title: Chief Financial Officer

EAST COAST FRESH, LLC,

By: Robert Lahmann
Name: Robert Lahmann
Title: Chief Financial Officer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

Trademark Registrations

<u>Country</u>	<u>Owner</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registered</u>
USA	Coastal Sunbelt Produce, LLC	We Make It Happen	3,347,729	12/04/2007
USA	East Coast Fresh, LLC	East Coast Fresh Cuts	3,232,081	04/24/2007
USA	East Coast Fresh, LLC	Fresh Cuts Logo	3,434,235	05/27/2008
USA	Coastal Sunbelt Produce, LLC	Coastal Sunbelt Produce	2,961,770	06/14/2005
USA	Coastal Sunbelt Produce, LLC	Coastal Sunbelt Produce Logo	2,961,753	06/14/2005
USA	Coastal Sunbelt Produce, LLC	Coastal Sunbelt Produce We Make It Happen and design	4,454,076	12/24/2013
USA	East Coast Fresh, LLC	East Coast Fresh Cuts (stylized)	4,493,912	03/11/2014
USA	East Coast Fresh, LLC	East Coast Fresh and design	4,500,715	03/25/2014
USA	East Coast Fresh, LLC	Nature's Kitchen and design	4,571,035	07/22/2014

Trademark Applications

<u>Country</u>	<u>Owner</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
USA	Coastal Sunbelt Produce, LLC	Sunbelt Organic & Design (frame)	86542882	02/23/2015
USA	Coastal Sunbelt Produce, LLC	Sunbelt Organic	86542924	02/23/2015