

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427004

| | | | |
|---|-------------------------------------|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Native Maine Operations, Inc. | | 04/07/2017 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Triangle Capital Corporation | | |
| Street Address: | 3700 Glenwood Avenue | | |
| Internal Address: | Suite 530 | | |
| City: | Raleigh | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 27612 | | |
| Entity Type: | Corporation: MARYLAND | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87354403 | NATIVE NEW ENGLAND PRODUCE & SPECIALTY F | |
| Serial Number: | 87352539 | LOCAL FLAVAH! | |
| Serial Number: | 87352392 | NATIVE MAINE PRODUCE & SPECIALTY FOODS | |
| Serial Number: | 87352409 | NATIVE MAINE PRODUCE & SPECIALTY FOODS | |
| Serial Number: | 87359323 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9198216800 | | |
| <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: | (919) 838-2034 | | |
| Email: | pkarmire@smithlaw.com | | |
| Correspondent Name: | Perky L. Karmire/Smith Anderson Law | | |
| Address Line 1: | 150 Fayetteville Street | | |
| Address Line 2: | Suite 2300 | | |
| Address Line 4: | Raleigh, NORTH CAROLINA 27601 | | |
| NAME OF SUBMITTER: | Perky L. Karmire | | |
| SIGNATURE: | /Perky L. Karmire/ | | |
| DATE SIGNED: | 05/10/2017 | | |

OP \$140.00 87354403

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of April 7, 2017, by and between NATIVE MAINE OPERATIONS, INC. (the "Grantor"), in favor of TRIANGLE CAPITAL CORPORATION, in its capacity as agent for certain secured parties ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, PR Marketing Services, LLC (collectively, the "Borrowers"), the other Loan Parties party thereto, Agent, and the Persons party thereto from time to time as Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make Loans, from time to time, to the Borrowers;

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof by and among Borrowers, the other Loan Parties party thereto and Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), as security for all Obligations, Grantor granted to Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of setoff against all respective Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising but excluding any Trademarks that constitute Excluded Property (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Secured Parties, this Agreement.

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

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, all proceeds and products thereof and all goodwill associated with or symbolized by any of the foregoing, but excluding any Trademarks that constitute Excluded Property (as defined in the Security Agreement).

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE (INCLUDING FOR SUCH PURPOSES SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW BUT EXCLUDING ALL OTHER CHOICE OF LAW AND CONFLICT OF LAW RULES) AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

5. The terms of Sections 6.15 ("Termination") and 6.16 ("Release of Portions of Collateral") of the Security Agreement are incorporated herein by reference, mutatis mutandis.

[Signature Pages Follow]

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

NATIVE MAINE OPERATIONS, INC., a
Delaware corporation



By: _____

Name: Jerry L. Johnson

Title: Managing Director


ACCEPTED AND ACKNOWLEDGED BY:

TRIANGLE CAPITAL CORPORATION,
as Agent

By: 
Name: Jeffrey Dombcik
Title: Senior Managing Director

Schedule A

U.S. Trademarks

| Trademark | Serial No. | Date Filed | Reg. No. | Reg. Date | Status | Owner |
|---|-------------------|-------------------|-----------------|------------------|---------------|-------------------------------|
| NATIVE NEW ENGLAND PRODUCE & SPECIALTY FOODS | 87354403 | 3/1/2017 | N/A | N/A | Pending | Native Maine Operations, Inc. |
| LOCAL FLAVAH! | 87352539 | 2/28/2017 | N/A | N/A | Pending | Native Maine Operations, Inc. |
| NATIVE MAINE PRODUCE & SPECIALTY FOODS | 87352392 | 2/28/2017 | N/A | N/A | Pending | Native Maine Operations, Inc. |
| NATIVE MAINE PRODUCE & SPECIALTY FOODS | 87352409 | 2/28/2017 | N/A | N/A | Pending | Native Maine Operations, Inc. |
| The mark consists of a farmer wearing a yellow hat, a yellow t-shirt under a red button down top, and a blue pair of overalls, holding a yellow and green ear of corn, standing in a black, green, red, and yellow field.  | 87359323 | 3/6/2017 | N/A | N/A | Pending | Native Maine Operations, Inc. |