

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM435701

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CHAMPLAIN VALLEY SPECIALTY OF NEW YORK INC.		07/19/2017	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY		
<b>Street Address:</b>	720 EAST WISCONSIN AVENUE		
<b>City:</b>	MILWAUKEE		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53202		
<b>Entity Type:</b>	MUTUAL INSURANCE COMPANY: WISCONSIN		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3200633		
<b>Serial Number:</b>	87375492	GRAB APPLES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105572193		
<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>			
<b>Phone:</b>	310-557-2900		
<b>Email:</b>	klathrop@proskauer.com		
<b>Correspondent Name:</b>	PROSKAUER ROSE LLP		
<b>Address Line 1:</b>	2049 CENTURY PARK EAST, SUITE 3200		
<b>Address Line 2:</b>	C/O KIMBERLEY A. LATHROP		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	54811.035 Champlain		
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop		
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/		
<b>DATE SIGNED:</b>	07/19/2017		
<b>Total Attachments: 6</b>			
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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE SECURITY INTEREST GRANTED TO THE SECOND LIEN AGENT (AS DEFINED BELOW) PURSUANT TO THIS SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF JULY 16, 2017 (AS AMENDED, RESTATED, SUPPLEMENTED, MODIFIED, EXTENDED, RENEWED, OR REPLACED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”), AMONG SUNTRUST BANK, AS THE FIRST LIEN AGENT, AND THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, AS THE SECOND LIEN AGENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, THE “SECOND LIEN AGENT”). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

### **TRADEMARK SECURITY AGREEMENT**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of July 19, 2017 (this “Security Agreement”), is made by CHAMPLAIN VALLEY SPECIALTY OF NEW YORK INC., a New York corporation (the “Grantor”), in favor of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, as administrative agent (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Second Lien Guaranty and Security Agreement referred to below).

**WHEREAS**, COUNTRY FRESH ACQUISITION CORP., a Delaware corporation (“Holdings”), and COUNTRY FRESH HOLDINGS, LLC, a Delaware limited liability company (“Borrower”), have entered into that certain Second Lien Credit Agreement, dated as of July 16, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), by and among Holdings, Borrower, the several banks and other financial institutions and lenders from time to time party thereto, and the Administrative Agent, providing for, among other things, term loan facilities subject to the terms set forth therein;

**WHEREAS**, in connection with the Second Lien Credit Agreement, Holdings, Borrower and the other Grantors party thereto have entered into that certain Second Lien Guaranty and Security Agreement, dated as of July 19, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Second Lien Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Second Lien Credit Agreement, the Grantor hereby agrees as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition are used as defined in the Second Lien Guaranty and Security Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral.** The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby pledges and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and lien on all right, title and interest of the Grantor in, to and under the following property (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses (excluding any intent-to-use application prior to the filing of a "Statement to Use" or "Amendment to Allege Use" with respect thereto), including those listed on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; 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, without limitation, 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;

provided that, notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property; provided, further, that if and when any property shall cease to be Excluded Property, a Lien on and security interest in such property shall automatically be deemed granted therein.

**SECTION 3. Second Lien Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Second Lien Guaranty and Security Agreement, and the 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 Second Lien Guaranty and Security Agreement, the terms and provisions of which are incorporated herein by reference, *mutatis mutandis*, with the same force and effect as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Second Lien Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Second Lien Guaranty and Security Agreement shall prevail.

**SECTION 4. Termination.** This Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released in accordance with Section 10.16 of the Second Lien Guaranty and Security Agreement. Upon the termination of this Security Agreement, the Administrative Agent shall, at the sole cost and expense of the Loan Parties, promptly execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

**SECTION 5. Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall retain full and complete responsibility

for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

**SECTION 6. Governing Law; Venue; WAIVER OF JURY TRIAL.** THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. THE TERMS AND CONDITIONS OF SECTIONS 10.5 AND 10.6 OF THE SECOND LIEN CREDIT AGREEMENT WITH RESPECT TO GOVERNING LAW, SUBMISSION OF JURISDICTION, VENUE AND WAIVER OF JURY TRIAL ARE INCORPORATED HEREIN BY REFERENCE, *MUTATIS MUTANDIS*, WITH THE SAME FORCE AND EFFECT AS IF FULLY SET FORTH HEREIN, AND THE PARTIES HERETO AGREE TO SUCH TERMS.

**SECTION 7. Counterparts.** This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Security Agreement by signing any such counterpart. Delivery of an executed counterpart to this Security Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

**SECTION 8. Loan Document.** For avoidance of doubt, the Grantor and the Administrative Agent hereby acknowledge and agree that this Security Agreement is a “Loan Document” under and as defined in the Second Lien Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

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IN WITNESS WHEREOF, the 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.

GRANTOR:

**CHAMPLAIN VALLEY SPECIALTY OF  
NEW YORK INC.**, a New York corporation

By: 

Name: A.J. Tracey

Title: Vice President

[Signature Page to Second Lien Trademark Security Agreement]


**TRADEMARK  
REEL: 006109 FRAME: 0033**

Acknowledged and agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:**

**THE NORTHWESTERN MUTUAL LIFE  
INSURANCE COMPANY**

By: Northwestern Mutual Investment  
Management Company, LLC,  
its investment adviser

By:  \_\_\_\_\_  
Name: Daniel L. Julka  
Title: Managing Director



**SCHEDULE I**

**Trademarks and Trademark Licenses**

**I. REGISTERED TRADEMARKS**

<b>Mark</b>	<b>Grantor's % Ownership</b>	<b>U.S. Patent and Trademark Office Registration Number</b>
Grab Apples Design	100%	3200633

**II. TRADEMARK APPLICATIONS**

<b>Mark</b>	<b>Grantor's % Ownership</b>	<b>U.S. Patent and Trademark Office Serial Number</b>
Grab Apples	100%	87375492

**III. TRADEMARK LICENSES**

None.