

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM439362

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IF&P Foods, LLC		08/15/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Kayne Senior Credit III Loanco, LLC, as administrative agent		
Street Address:	311 S. Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	77883175	FRESH EXPERIENCE	
Serial Number:	77625200	GARDEN BEST A FRESH EXPERIENCE	
Serial Number:	77209783	GARDEN CUT	
Serial Number:	77625197	GARDEN CUT A FRESH EXPERIENCE	
Serial Number:	77625203	GARDEN ORGANIC A FRESH EXPERIENCE	
Serial Number:	87436225	INDIANAPOLIS FRUIT	
Serial Number:	77210002	INDIANAPOLIS FRUIT DISTRIBUTORS OF FRUIT	
Serial Number:	77340090	PIAZZA PRODUCE	
Serial Number:	86191371	PIAZZA SINCE 1970 PRODUCE & SPECIALTY FO	
Serial Number:	77340186	PRODUCE A FRESH EXPERIENCE TOGETHER!	
Serial Number:	77625206		
Serial Number:	85638163	GARDEN GRILLERS	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		

TRADEMARK

Address Line 1:	919 Third Avenue
Address Line 2:	19th Floor
Address Line 4:	New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	044558.0008
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NAME OF SUBMITTER:	Scott Kareff (044558-0008)
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SIGNATURE:	/kc for sk/
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DATE SIGNED:	08/15/2017
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Total Attachments: 5

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GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of August 15, 2017, by IF&P Foods, LLC, a Delaware limited liability company ("Grantor"), in favor of Kayne Senior Credit III Loanco, LLC, in its capacity as Administrative Agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the 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, the Grantor has entered into a Pledge and Security Agreement, dated August 15, 2017 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the 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).

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, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The 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.

This Trademark 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.

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IN WITNESS WHEREOF, the 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.

IF&P FOODS, LLC

By: 

Name: Gregory P. Corsaro

Title: Treasurer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
IF&P Foods, LLC	US	FRESH EXPERIENCE	77883175/4014360	December 1, 2009	August 23, 2011	None
IF&P Foods, LLC	US	GARDEN BEST A FRESH EXPERIENCE and Design	77625200/3891760	December 3, 2008	December 21, 2010	None
IF&P Foods, LLC	US	GARDEN CUT	77209783/3381377	June 19, 2007	February 12, 2008	None
IF&P Foods, LLC	US	GARDEN CUT A FRESH EXPERIENCE and Design	77625197/3891759	December 3, 2008	December 21, 2010	None
IF&P Foods, LLC	US	GARDEN ORGANIC A FRESH EXPERIENCE and Design	77625203/3891761	December 3, 2008	December 21, 2010	None
IF&P Foods, LLC	US	INDIANAPOLIS FRUIT	87436225	May 4, 2017	N/A	None
IF&P Foods, LLC	US	INDIANAPOLIS FRUIT DISTRIBUTORS OF FRUITS VEGETABLES & FLORAL and Design	77210002/3456809	June 19, 2007	July 1, 2008	None
IF&P Foods, LLC	US	PIAZZA PRODUCE	77340090/3471276	November 29, 2007	July 22, 2008	None
IF&P Foods, LLC	US	PIAZZA SINCE 1970 PRODUCE & SPECIALTY FOODS and Design	86191371/4601325	February 12, 2014	September 9, 2014	None

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
IF&P Foods, LLC	US	PRODUCE A FRESH EXPERIENCE TOGETHER! (Stylized)	77340186/3467505	November 29, 2007	July 15, 2008	None
IF&P Foods, LLC	US	Design Only	77625206/3772834	December 3, 2008	April 6, 2010	None
IF&P Foods, LLC	US	GARDEN GRILLERS	85638163/4365851	May 30, 2012	July 9, 2013	None
Indianapolis Fruit Company, LLC	Indiana	Design Only	IN 5010-0970			