

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM446870

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Auvil Fruit Company, Inc.		06/28/2017	Corporation: WASHINGTON

**RECEIVING PARTY DATA**

<b>Name:</b>	Rabo Agrifinance LLC
<b>Street Address:</b>	14767 N Outer 40 Road, Suite 400
<b>City:</b>	Chesterfield
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	63017
<b>Entity Type:</b>	Corporation: DELAWARE CORRECTION: LIMITED LIABILITY COMPANY

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Serial Number:	73306959	GEE WHIZ
Serial Number:	87257882	GEE WHIZ
Serial Number:	86855913	GEE WHIZ
Serial Number:	86865773	GEE WHIZ SINCE 1928
Serial Number:	86866324	TOPAZ
Serial Number:	86866187	AFC
Serial Number:	86866288	AFC AUVIL FRUIT COMPANY, INC.
Serial Number:	86865092	WENATCHEE VALLEY FRUITS
Serial Number:	87322740	SUGAR ROCK
Serial Number:	86911123	WHERE PASSION MEETS FLAVOR

OP \$265.00 73306959

**CORRESPONDENCE DATA**

**Fax Number:** 2066251627  
*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.*  
**Phone:** 2066251711  
**Email:** jparadise@pcslegal.com  
**Correspondent Name:** Jayna Paradise  
**Address Line 1:** PeppleCantuSchmidtPLLC 1000 Second Ave  
**Address Line 2:** Suite 2950  
**Address Line 4:** Seattle, WASHINGTON 98104

<b>NAME OF SUBMITTER:</b>	Jayna Paradise
<b>SIGNATURE:</b>	/jp/
<b>DATE SIGNED:</b>	10/11/2017
<b>Total Attachments: 7</b> source=A25 - Trademark Security Agreement - Final Version#page1.tif source=A25 - Trademark Security Agreement - Final Version#page2.tif source=A25 - Trademark Security Agreement - Final Version#page3.tif source=A25 - Trademark Security Agreement - Final Version#page4.tif source=A25 - Trademark Security Agreement - Final Version#page5.tif source=A25 - Trademark Security Agreement - Final Version#page6.tif source=A25 - Trademark Security Agreement - Final Version#page7.tif	

**GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, SERVICE  
MARKS AND COPYRIGHTS**

This Grant of Security Interest in Patents, Trademarks, Service Marks and Copyrights (this "**Agreement**") is entered into effective as of June 28, 2017 by and between AUVIL FRUIT COMPANY, INC., a Washington corporation ("**Grantor**") and RABO AGRIFINANCE LLC, a Delaware limited company, in connection with that certain Loan and Security Agreement dated as of June 28, 2017 (as amended, restated, modified or supplemented from time to time, the "**Loan Agreement**") by and among Borrower (as defined therein, which definition includes the Grantor hereunder), the Lenders (as defined therein), and Rabo AgriFinance LLC in its capacity as agent for the Lenders (in such capacity, "**Agent**"), and as a Lender.

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, the Agent and the Lenders have agreed to provide certain loans and other financial accommodations to the Borrower, and the Grantor has agreed, among other things, to grant a security interest to the Agent, for the benefit of the Lenders, in Grantor's Marks (as defined in the Loan Agreement); and

WHEREAS, in connection with the Loan Agreement, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms used in this Agreement have the meanings provided, or provided by reference in, the Loan Agreement.

SECTION 2. Grant of Security Interest. Subject to the terms and conditions of the Loan Agreement, the Grantor hereby grants to and creates in favor of the Agent, for the benefit of Agent and the Lenders, a security interest in and to all of the Grantor's Marks (including, without limitation, those items listed on Schedule A attached hereto) (collectively, the "**Collateral**"); provided, however, that notwithstanding anything to the contrary herein, no security interest shall be deemed granted hereunder in any intent to use trademark applications solely to the extent that, and during the period in which, the grant of a security interest therein would impair the validity or enforceability thereof or result in the cancellation or voiding thereof. Upon termination of all of the commitments of the Lenders under the Loan Agreement and payment in full of the Liabilities (as defined in the Loan Agreement), Agent will execute and cause to be recorded with the United States Patent and Trademark Office and the United States Copyright Office such documents or instruments reasonably necessary to release and terminate the security interest granted in this Agreement.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. The security interest granted hereby has been granted to the Agent, for the benefit of the Agent and the Lenders, in connection with the Loan Agreement and is expressly subject to the terms and conditions thereof. The Loan

Agreement (and all rights and remedies of the Agent and Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor hereby further acknowledges and affirms that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

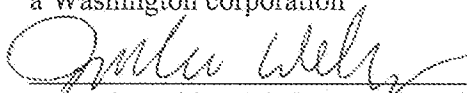
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

GRANTOR

AUVIL FRUIT COMPANY, INC.  
a Washington corporation




By Josh Weldy, Chief Financial Officer

[Signature Page to Grant of Security Interest  
in Patents, Trademarks, Service Marks and Copyrights]

**TRADEMARK**  
**REEL: 006198 FRAME: 0103**

AGENT

RABO AGRIFINANCE LLC

By   
Name Erwin SANDOS  
Its Vice President

[Signature Page to Grant of Security Interest  
in Patents, Trademarks, Service Marks and Copyrights]




**TRADEMARK**  
**REEL: 006198 FRAME: 0104**

**SCHEDULE A  
TO GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, SERVICE MARKS  
AND COPYRIGHTS**

**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS**


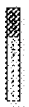

Trademarks and Service Marks:

**Trademarks**

Word Mark	Logo Mark	Jurisdiction	Goods/Services	Serial/Application #	Date Application Filed	First date of use alleged	U.S. Priority Date & No.	Registration Received	Registration #	Status
GEE WHIZ	N/A	USPTO	Class 31: Fresh Fruits- Namely, Apples, Cherries, [Pears, Peaches and Nectarines]	73306959	4/30/1981	8/12/1948	N/A	Yes	1191292	Registered; Must file Sec 8 & 9 Renewals between 3/2/2021 & 3/1/2022
GEE WHIZ	N/A	USPTO	Class 32: non-alcoholic beverages, as well as beer	87257882	12/5/2016	9/30/2014	5/1/2017	No	Not Yet Received	Published for Opposition on 4/18/2017
N/A		USPTO	Class 31: (a) Fresh fruit (b) Fresh fruits; fresh apples; fresh cherries	86855913	12/21/2015	1/1/1950	12/21/2015; 86/855, 913	Yes	5012790	Registered; Must file Declaration of Use between 12/21/2020 and 12/21/2021
N/A		USPTO	Class 31: (a) Fresh fruit (b) Fresh fruits; fresh apples; fresh cherries	86-865773	1/5/2016	8/1/2016	1/5/2016	Yes	5177543	Registered; Must file Declaration of Use between 8/1/2021 and 8/1/2022
TOPAZ	N/A	USPTO	Class 31: <b>Non-Priority:</b> Fresh Fruit; <b>U.S. Priority:</b> Fruits, namely, fresh apples and fresh cherries	86866324	1/5/2016	12/31/1948	N/A	No	N/A	Abandoned
N/A		USPTO	Class 31: Fresh fruit; Fruits, namely, fresh apples and fresh cherries	86866324	1/5/2016	12/31/1948	N/A	No	N/A	Abandoned

**TRADEMARK**



N/A		USPTO	Class 31: <b>Non-Priority:</b> Fresh fruit; <b>U.S. Priority:</b> Fruits, namely, fresh apples and fresh cherries	86866187	1/5/2016		1/5/2016		Statement of Use or Extension Request Must be Filed by 07/6/2017
N/A		USPTO	Class 31: <b>Non-Priority:</b> Fresh fruit; <b>U.S. Priority:</b> Fruits, namely, fresh apples and fresh cherries	86866288	1/5/2016		1/5/2016		Statement of Use or Extension Request Must be Filed by Sept 28, 2017
N/A		USPTO	Class 31: Fresh fruit; Fruits, namely, fresh apples and fresh cherries	86865092	1/4/2016	1/1/2001	8/16/2016	Yes	5022034 Registered; Must file Section 8 between 08/16/2021 and 08/16/2022
SUGAR ROCK	N/A	USPTO	Class 31: Fresh fruit; Fruits, namely, fresh apples and fresh cherries	87322740	2/2/2017	Intent to Use	2/2/2017	No	Published for opposition on 05/30/2017
WHERE PASSION MEETS FLAVOR	N/A	USPTO	Class 31: Fresh fruit; Fruits, namely, fresh apples and fresh cherries and CLASS 32: cider, non-alcoholic fruit juice	86911123	2/12/2016	Intent to Use	2/12/2016	No	Must prove actual use in commerce or file request for extension by 07/06/2017

**TRADEMARK**

**Trade Names**  
 Auville Fruit Company, Inc.  
 Auville Custom Farming Services

4104536