

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453694

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nordic Cold Storage Holdings II, LLC		12/06/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4635482	NORDIC	
CORRESPONDENCE DATA			
Fax Number:	2139963303		
<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:	213-683-6303		
Email:	amyarnelle@paulhastings.com		
Correspondent Name:	Amy Arnelle		
Address Line 1:	515 Flower Street, 25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
NAME OF SUBMITTER:	Amy Arnelle		
SIGNATURE:	/Amy Arnelle/		
DATE SIGNED:	12/07/2017		
Total Attachments: 6			
source=AGRO tm#page1.tif			
source=AGRO tm#page2.tif			
source=AGRO tm#page3.tif			
source=AGRO tm#page4.tif			
source=AGRO tm#page5.tif			

CH \$40.00 4635482

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 6th day of December, 2017, among the Grantors listed on the signature pages hereof (“Grantors” and each, a “Grantor”), and WELLS FARGO BANK, NATIONAL ASSOCIATION (“Wells Fargo”), in its capacity as Security Agent for the benefit of the Secured Creditors (in such capacity, together with its successors and permitted assigns in such capacity, the “Security Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented, modified, renewed, refinanced or extended from time to time, the “Credit Agreement”) among Agro Merchants Global, L.P., a Cayman Islands exempted limited partnership, acting through its general partner Agro Merchants GP Ltd. (“Holdings”), Agro Merchants North America Holdings, Inc., a Delaware corporation (“U.S. Borrower”), Agro Merchants Netherlands B.V., a private limited liability company incorporated under the laws of Netherlands and registered with the Dutch trade register under number 59299312 (“Dutch Borrower”), Agro Merchants Ireland Limited, a company organized under the laws of the Republic of Ireland (“Irish Borrower”), Agro Merchants Holdings UK Limited, a company organized under the laws of Northern Ireland (“UK Borrower”, together with U.S. Borrower, Dutch Borrower, Irish Borrower, and each other Person included under the Credit Agreement as a borrower thereunder after the date hereof, each a “Borrower” and collectively, the “Borrowers”), the lenders party thereto (the “Lenders”), the Security Agent, and Wells Fargo, as administrative agent on behalf of each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and permitted assigns in such capacity, the “Administrative Agent”), the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Loan Parties may enter into (or be a party to) one or more Bank Product Agreements with a Bank Product Provider (the Bank Product Providers and the members of the Lender Group are hereinafter referred to as the “Secured Creditors”);

WHEREAS, in order to induce the Lender Group to enter into the Credit Agreement and the other Loan Documents and to induce the Secured Creditors to make financial accommodations to the Borrowers as provided for in the Credit Agreement, the Grantors agreed to grant a continuing security interest in and to the Collateral, including the Trademark Collateral (as defined below), in order to secure the prompt and complete payment, observance and performance of, among other things, the Secured Obligations, pursuant to that certain U.S. Security Agreement dated as of December 6, 2017 among, *inter alios*, the Grantors and the Security Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Security Agent, for the benefit of the Secured Creditors, this Trademark Security Agreement;

NOW, THEREFORE, for and in consideration of the recitals made above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. **DEFINED TERMS.** All capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in the Security Agreement, and to the extent that any capitalized terms are not defined herein or in the Security Agreement, such terms shall have the respective meanings assigned to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to the Security Agent, for the benefit of the Secured Creditors, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in such Grantor’s right, title and interest in, to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the “Trademark Collateral”):

(a) all of its trademarks, trade names, service marks, trade dress, logos, slogans, designs or fictitious business names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) those marks listed on Schedule I; (ii) all renewals thereof; (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof; (iv) the right to sue for past, present and future infringements and dilutions thereof; (v) the goodwill of each Grantor's rights corresponding thereto throughout the world, and (vi) all of each Grantor's rights corresponding thereto throughout the world; provided that no security interest shall be granted in, and the Trademark Collateral shall not include, any trademark application filed in the United States Patent and Trademark Office on the basis of the applicant’s intent-to-use such Trademark, unless and until evidence of the use of such trademark is filed with, and accepted by, the United States Patent and Trademark Office pursuant to 15 U.S.C. §1051(c) or (d); and

(b) all products and proceeds (as such term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement, misappropriation or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY FOR OBLIGATIONS. The Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors, or any of them, to the Security Agent or any Secured Creditor, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Security Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Trademark 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors shall give prompt notice in writing to the Security Agent with respect to any such new trademarks or renewal or extension of any trademark registration after the date hereof as required by the Security Agreement. Without limiting the Grantors’ obligations under this Section, the Grantors hereby authorize the Security Agent to unilaterally modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect,

invalidate or detract from the Security Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **TERMINATION.** This Trademark Security Agreement shall terminate upon termination of the Security Agreement.

7. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

8. **GOVERNING LAW. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

9. **CONSTRUCTION.** Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification and expense reimbursement Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.


10. **INTERCREDITOR AGREEMENT.** Notwithstanding anything herein to the contrary, the Lien and Security Interest granted to the Security Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Security Agent hereunder are subject to the provisions of the ABL-Term Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of the ABL-Term Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the ABL-Term Intercreditor Agreement shall govern and control, except with respect to the scope of the assets included in Section 2 hereof.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the date first set forth above.

GRANTORS:

**AGRO MERCHANTS GLOBAL, L.P.,
BY: AGRO MERCHANTS GP LTD., its general
partner**

By: 
Name: Michael Bender
Title: Authorized Signatory

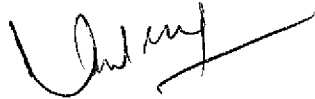
NORDIC COLD STORAGE HOLDINGS II, LLC

By: 
Name: Michael Bender
Title: General Counsel and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Security Agent



By:  _____

Name: Vivek Tayal

Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Registration No./Date	App No./Date
Nordic Cold Storage Holdings II, LLC	United States	NORDIC	4635482 11-NOV-2014	86068417 18-SEP-2013
Agro Merchants Global, L.P.	United States	AGRO	5048278 27-SEP-2016	86827604 20-NOV-2015
Agro Merchants Global, L.P.	United States		5007041 26-JUL-2016	86827504 20-NOV-2015
Agro Merchants Global, L.P.	United States	AGRO MERCHANTS GROUP	5007042 26-JUL-2016	86827559 20-NOV-2015
Agro Merchants Global, L.P.	United States		5007037 26-JUL-2016	86827450 20-NOV-2015