

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM452733

<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>
Bushel Boy Farms, LLP		11/30/2017	Limited Partnership:
Bushel Boy Intermediate Holding, LLC		11/30/2017	Limited Liability Company:
Bushel Boy Holding, LLC		11/30/2017	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Bank		
<b>Street Address:</b>	1225 Seventeenth Street		
<b>Internal Address:</b>	Suite 2850		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80202		
<b>Entity Type:</b>	Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2119666	BUSHEL BOY	
<b>Registration Number:</b>	2967559	BABY BOYS	
<b>Registration Number:</b>	3757073	MINNESOTA'S BUSHEL BOY	
<b>Registration Number:</b>	3757072	MINNESOTA'S TOMATO MINNESOTA'S BUSHEL BO	
<b>Serial Number:</b>	85585203	BUBBA BUSHEL BOY LOCALLY GROWN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3033225800		
<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>	303-322-3400		
<b>Email:</b>	smarshall@ckbrlaw.com		
<b>Correspondent Name:</b>	Skylar D. Marshall		
<b>Address Line 1:</b>	270 Saint Paul Street		
<b>Address Line 2:</b>	Suite 300		
<b>Address Line 4:</b>	Denver, COLORADO 80206		
<b>NAME OF SUBMITTER:</b>	Skylar D. Marshall		

OP \$140.00 2119666

<b>SIGNATURE:</b>	/Skylar D. Marshall/
<b>DATE SIGNED:</b>	11/30/2017
<b>Total Attachments: 7</b> source=00326520#page1.tif source=00326520#page2.tif source=00326520#page3.tif source=00326520#page4.tif source=00326520#page5.tif source=00326520#page6.tif source=00326520#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 November 30, 2017 by and between BUSHEL BOY FARMS, LLP, a Delaware limited liability partnership (the “**Grantor**”) and FIFTH THIRD BANK, an Ohio state-chartered banking corporation, acting in its capacity as Agent (“**Agent**”) on behalf of Lenders (as defined below), each of which are parties to that certain Amended and Restated Loan and Security Agreement, dated as of even date herewith (as amended, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), by and among Grantor, BUSHEL BOY INTERMEDIATE HOLDING, LLC, a Delaware limited liability company, BUSHEL BOY HOLDING, LLC, a Delaware limited liability company (collectively with Grantor, “**Borrower**”), the financial institutions listed on the signature pages thereof and each other financial institution that may hereafter become a party thereto in accordance with the provisions thereof (collectively the “**Lenders**” and individually a “**Lender**”) and FIFTH THIRD BANK, an Ohio state-chartered banking corporation, in its capacity as Agent for the Lenders and the Issuer (in such capacity, the “**Agent**”).

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 in the Grantor’s Patents, Trademarks and Copyrights (as defined below); 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.**

(a) Unless otherwise defined herein, terms used in this Agreement have the meanings provided, or provided by reference in, the Loan Agreement.

(b) “**Patents, Trademarks and Copyrights**” shall mean and include all of each Grantor’s present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks, service mark applications, service marks, copyright applications and copyrights, whether now owned or hereafter acquired by Grantor (including, without limitation, those items listed on Schedule A, Schedule B and Schedule C attached hereto), including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the

business to which any of the patents, trademarks and copyrights relate (each of the foregoing, individually, a “**Patent, Trademark or Copyright**” and collectively, the “**Collateral**”).

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 the Agent and the Lenders, a security interest in and to 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.

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 Agents 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.

*[Remainder of the page intentionally left blank - Signature page follows.]*

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BUSHEL BOY FARMS, LLP,  
as Grantor

By   
Its CEO

FIFTH THIRD BANK,  
as Agent



By \_\_\_\_\_  
Its \_\_\_\_\_

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**BUSHEL BOY FARMS, LLP,**  
as Grantor

By \_\_\_\_\_  
Its \_\_\_\_\_

**FIFTH THIRD BANK,**  
as Agent

By  \_\_\_\_\_  
Its  \_\_\_\_\_

[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, SERVICE MARKS AND COPYRIGHTS]

**TRADEMARK**  
**REEL: 006223 FRAME: 0971**

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

**UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS**

1. Patents:

None.

2. Patent Applications:

None.

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

**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS**

1. Trademarks and Service Marks:

<b>Name</b>	<b>Owner</b>	<b>Registration Date</b>	<b>Last Updated</b>	<b>Next Filing</b>
Bushel Boy Reg. No. 2119666	Bushel Boy Farms, LLP	12/09/1997	12/19/2016	12/09/2025 to 12/09/2026
Baby Boys Reg. No. 2967559	Bushel Boy Farms, LLP	07/12/2005	12/16/2014	07/12/2024 to 07/12/2025
Minnesota's Bushel Boy Reg. No. 3757073	Bushel Boy Farms, LLP	03/09/2010	8/26/2015	03/09/2019 to 03/09/2020
Minnesota's Tomato Minnesota's Bushel Boy Locally Grown Reg. No. 3757072	Bushel Boy Farms, LLP	03/09/2010	9/30/2015	03/09/2019 to 03/09/2020
Bubba Bushel Boy Locally Grown Reg. No. 85585203	Bushel Boy Farms, LLP	01/29/2013	N/A	01/29/2018 to 03/29/2019

Declaration of Use is needed between years 5-6, renewal is still needed at year 10.  
Renewal is needed between years 9-10, then good for 10 years.



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

**UNITED STATES COPYRIGHTS REGISTRATIONS AND APPLICATIONS**

1. Copyrights:

None.

2. Copyright Applications:

None.