

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454407

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUNTRUST BANK		12/07/2017	banking corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	NATIONAL FRUIT PRODUCT COMPANY, INCORPORATED		
Street Address:	701 Fairmont Avenue		
City:	Winchester		
State/Country:	VIRGINIA		
Postal Code:	22601		
Entity Type:	Corporation: VIRGINIA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3061216	ALPINE ORCHARD	
Registration Number:	4660329	BAKER'S ELITE	
Registration Number:	2313090	FRUITASTICS	
Registration Number:	3554840	HEALTHY PLUS	
Registration Number:	2182492	ORCHARD RIDGE	
Registration Number:	1462108	REPP-U-TATION	
Registration Number:	1472522	SHENANDOAH	
Registration Number:	2023510	SKYLAND	
Registration Number:	1839534	SUNTINT	
Registration Number:	1462142	TWELVE OAKS	
Registration Number:	2025237	WHITE HOUSE	
Registration Number:	4700720	JUS' KIDDIN'	
Registration Number:	4700719	JUNK FOOD WITHOUT THE JUNK	
Registration Number:	0830262	SHENANDOAH	
CORRESPONDENCE DATA			
Fax Number:	4348170977		
<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:	434-951-5700		

OP \$365.00 3061216

Email: tbergert@williamsmullen.com
Correspondent Name: Thomas F. Bergert, Esquire
Address Line 1: Williams Mullen
Address Line 2: 321 East Main Street, Suite 400
Address Line 4: Charlottesville, VIRGINIA 22902-3200

ATTORNEY DOCKET NUMBER: 036472.0029

NAME OF SUBMITTER: Thomas F. Bergert

SIGNATURE: /Thomas F. Bergert/

DATE SIGNED: 12/13/2017

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Security Agreement") entered into as of December 7, 2017 by and between SUNTRUST BANK ("Bank"), and NATIONAL FRUIT PRODUCT COMPANY, INCORPORATED, a Virginia corporation with a place of business at 701 Fairmont Avenue, Winchester, VA 22601 (the "Grantor"), in connection with the Loan Documents (as hereinafter defined).

WHEREAS, the Bank has extended credit to and made certain financial accommodations for, the Grantor and its affiliates pursuant to (a) that certain Revolving Credit and Term Loan Agreement dated as of August 7, 2017 by and among Bank, Grantor and its affiliates, as the same may have been modified or amended from time to time, the "Loan Agreement"), and (b) certain other loan documents executed in connection with the obligations described therein (collectively, as any of the foregoing documents may have been modified, amended or replaced from time to time, the "Loan Documents");

WHEREAS, the Pledgor and the Bank have agreed that the Grantor will grant a security interest in certain of its business assets to the Bank to secure the obligations described in the Loan Documents, specifically including, without limitation, those assets described in this Security Agreement; and

WHEREAS, the Grantor represents that it now possesses the sole and complete ownership rights to the business assets to be secured by this Security Agreement and that it has not granted a security interest or otherwise pledged, mortgaged, transferred, assigned or licensed any part of its rights in said business assets to any party other than the Bank;

NOW THEREFORE, in consideration of the promises set forth in this Security Agreement, the aforementioned Loan Documents and for other good and valuable consideration, receipt of which is hereby acknowledged, the Bank and the Grantor agrees as follows:

Section 1.01. Grant of Security Interest. In order to secure the complete and timely satisfaction of all of the duties and obligations owing from the Grantor to the Bank as set forth in the Loan Documents, the Grantor hereby pledges, mortgages and grants a first-priority security interest to the Bank in and to all trademarks, trademark registrations and trademark applications and the goodwill underlying those trademarks of the Grantor, including but not limited to those set forth in Schedule A and (a) any similar marks or amendments, modifications and renewals thereof and the goodwill represented by those trademarks thereon and any legal equivalent in a foreign country for the full term or terms for which the same may be granted; (b) all rights to income, royalties, profits, damages, or other rights relating to said trademarks including the right to sue for past, present or future infringement; and (c) any other rights and benefits relating to said trademarks including any rights as a licensor of said trademark ("Trademarks").

Section 2.01. No Liens, etc. The Grantor agrees that it will not, without the prior written consent of the Bank, assign or transfer, pledge, mortgage, license or allow a security interest or lien to be taken by anyone other than the Bank in said Trademarks or take any other acts which are contrary to or inconsistent with the rights granted to the Bank in this Security Agreement and will not cease the use of any Trademark or take any action or fail to take any action which will result in the cancellation or expiration of any of the Trademark registrations covered by this Security Agreement without the prior written agreement of the Bank.

Section 3.01. Grantor's Obligation to Maintain and Enforce Rights. The Grantor further agrees that it has the obligation, at its own cost, unless otherwise consented to in writing by the Bank:

(1) To take all actions necessary to properly maintain and renew all registrations for Trademarks which are or may become subject to the Security Agreement for the full term or terms

allowed by law including but not limited to the appropriate and timely payment of any required fees and the appropriate and timely filing of any documents or declarations necessary to maintain and renew said registrations for Trademarks (including the filing of a declaration of incontestability under § 15 of the United States Trademark Act where possible) which may be necessary or appropriate under applicable law.

(2) To file new applications to register and protect under applicable law all Trademarks acquired by the Grantor but for which applications have not previously been filed or to take all other actions necessary to cause registrations for Trademarks to be issued as a result of said applications.

(3) To protect such Trademarks from infringement, unfair competition or dilution or damage by all appropriate actions including the commencement of legal action to prevent and recover damages for said infringement and to defend such Trademarks from claims of infringement, unfair competition or damage including the defense or any legal actions making such claims.

Section 4.01. Reporting Requirements. Upon request, the Grantor agrees to provide written reports to the Bank informing it of: (a) the status of all Trademarks subject to this Security Agreement including any new trademark registrations, trademark registrations, trademark applications or related licenses; and (b) any other actions taken by the Grantor in connection with the Trademarks.

Section 5.01. After Acquired Property. If the Grantor shall obtain rights to or become entitled to the benefit of any new trademarks, registered trademarks, trademark applications or licenses before its obligations to the Bank as set forth in this Security Agreement have been satisfied in full, the provisions of this Security Agreement shall automatically apply thereto and the Grantor hereby authorizes the Bank to modify or update this Security Agreement accordingly.

Section 6.01. Events of Default. The failure by the Grantor to perform any of the terms or conditions of this Security Agreement or the terms and conditions of the Loan Documents shall constitute a material default. Upon the occurrence of such a default and upon the receipt by the Grantor of appropriate written notice from the Bank, the Grantor hereby authorizes and grants a power of attorney to the Bank to take any action as may be deemed to be necessary with respect to said Trademarks including but not limited to the assignment of all said Trademarks from the Grantor to the Bank. This right may be exercised in addition to any other rights and remedies which may be available under applicable law.

Section 7.01. Interpretation. This Security Agreement is subject to the terms and conditions of a Loan Documents. Where any term in this Security Agreement may be inconsistent with any term in the Loan Documents, the terms of the Loan Documents shall control.

Section 8.01. No Waiver. The failure by the Bank to exercise any right under this Security Agreement shall not operate as a waiver thereof and shall not bar the Bank from continuing to exercise said rights in the future.

Section 9.01. Governing Law. The Security Agreement is to be governed by the law of the Commonwealth of Virginia and is binding on the parties and their successors and assigns. The Grantor may not assign nor transfer any part of its obligations under this Security Agreement either expressly or by operation of law without the written consent of the Bank.

Section 10.01. Severability. The terms of this Security Agreement are severable. If any term shall be found to be invalid or unenforceable, it shall not affect the validity of the remaining terms.

Section 11.01. Further Actions. The Grantor agrees to execute any other documents and take any further action upon the request of the Bank as may be deemed necessary to effectuate the terms of this Security Agreement.

[SIGNATURE PAGE FOLLOWS]

TRADEMARK SECURITY AGREEMENT

[SIGNATURE PAGE]

IN WITNESS WHEREOF, the party hereto has duly executed this Security Agreement as of December 12, 2017.

GRANTOR:

NATIONAL FRUIT PRODUCT COMPANY,
INCORPORATED, a Virginia corporation

By: _____ (SEAL)
Name: Mark G. [Signature]
Title: President

34532917_1

Schedule A

	Current Trademarks	File date	Registration Date	Status	Class(es)	Reg No.
1	ALPINE ORCHARD	07/09/2004	02/21/2006	Registered	29	3,061,216
2	BAKER'S ELITE	04/15/2013	12/23/2014	Registered	29	4,660,329
3	FRUITASTICS	03/05/1998	02/01/2000	Registered	29	2,313,090
4	HEALTHY PLUS	07/27/2007	12/30/2008	Registered	29	3,554,840
5	ORCHARD RIDGE	09/12/1997	08/18/1998	Registered	29	2,182,492
6	REPP-U-TATION	03/25/1987	10/20/1987	Registered	29	1,462,108
7	SHENANDOAH	03/25/1987	01/12/1988	Registered	29,32	1,472,522
8	SKYLAND	10/19/1995	12/17/1996	Registered	29,32	2,023,510
9	SUNTINT	09/08/1993	06/14/1994	Registered	29	1,839,534
10	TWELVE OAKS	03/25/1987	10/20/1987	Registered	30	1,462,142
11	WHITE HOUSE	10/19/1995	12/24/1996	Registered	29,30,32	2,025,237
12	JUS' KIDDIN'	09/10/2013	03/10/2015	Registered	30	4,700,720
13	JUNK FOOD WITHOUT THE JUNK	09/10/2013	03/10/2015	Registered	30	4,700,719
14	SHENANDOAH	12/14/1965	06/13/1967	Registered	001, 005, 029, 030, 031, 032	830262