

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM462168

<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>
Idaho Supreme Potatoes, LLC		02/14/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Maranon Capital, L.P., as Administrative Agent		
<b>Street Address:</b>	303 W. Madison Street, Suite 2500		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3766624	IDAHO SUPREME	
<b>Registration Number:</b>	3833742	IDAHO SUPREME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>	3125778034		
<b>Email:</b>	oscar.ruiz@kattenlaw.com		
<b>Correspondent Name:</b>	Oscar Ruiz c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	339494-69		
<b>NAME OF SUBMITTER:</b>	Oscar Ruiz		
<b>SIGNATURE:</b>	/Oscar Ruiz/		
<b>DATE SIGNED:</b>	02/14/2018		
<b>Total Attachments: 5</b>			
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## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 14, 2018, is made by Idaho Supreme Potatoes, LLC, a Delaware limited liability company (“Grantor”), in favor of Maranon Capital, L.P. (“Maranon”), as U.S. Administrative Agent for the U.S. Lenders and the other Secured Parties.

### **W I T N E S S E T H:**

WHEREAS, pursuant to the Credit Agreement, dated as of June 13, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”; capitalized terms used herein without definition are used as defined in the Credit Agreement), among the Borrowers, Holdings, the other Loan Parties, the Lenders and Maranon, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to the Credit Agreement to guarantee the Obligations of each Borrower; and

WHEREAS, Grantor is party to a Security Agreement of even date herewith in favor of the Administrative Agent (the “Security Agreement”), pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, and the U.S. Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the U.S. Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the U.S. Administrative Agent for the benefit of the Secured Parties, and grants to the U.S. Administrative Agent for the benefit of the Secured Parties a Lien on, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those set forth on Schedule 1 hereto;

(a) all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The Lien granted pursuant to this Trademark Security Agreement is granted in conjunction with the Lien granted to the U.S. Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the U.S. Administrative Agent with respect to the Lien 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.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

Section 7. Savings Clause. For the avoidance of doubt and notwithstanding anything to the contrary contained in this Agreement or any other Loan Document (including all Collateral Documents), (i) no Collateral of any Canada Loan Party (other than a U.S. Loan Party) shall secure, directly or indirectly, the U.S. Obligations, (ii) no proceeds of Collateral pursuant to the Loan Documents or other amounts received by any Administrative Agent or Lender from the Canada Loan Parties (other than the U.S. Loan Parties) shall be applied, directly or indirectly, as payment in respect of the U.S. Obligations and (iii) no Canada Loan Party (other than a U.S. Loan Party) shall provide any credit support or guaranty of the U.S. Obligations.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**IDAHO SUPREME POTATOES, LLC**, a  
Delaware limited liability company, as  
Grantor

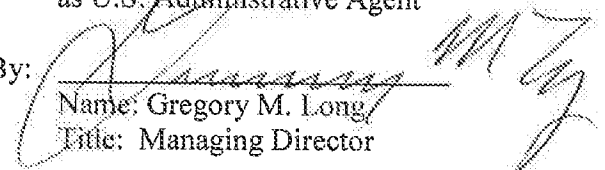
By:  \_\_\_\_\_

Name: Baden Burt

Title: Vice President of Finance

ACCEPTED AND AGREED  
as of the date first above written:

**MARANON CAPITAL, L.P.,**  
as U.S. Administrative Agent

By:   
Name: Gregory M. Long  
Title: Managing Director

Trademark Security Agreement

**TRADEMARK**  
**REEL: 006275 FRAME: 0457**

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations**

1. REGISTERED TRADEMARKS

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No./ Filing Date</b>	<b>Registration No./ Registration Date</b>	<b>Owner</b>
IDAHO SUPREME	U.S.	77781851 7/15/2009	3766624 3/30/2010	Idaho Supreme Potatoes, LLC
IDAHO SUPREME	U.S.	77781874 6/1/2010	3833742 8/17/2010	Idaho Supreme Potatoes, LLC

2. TRADEMARK APPLICATIONS

None.