

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476276

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lassonde Pappas and Company, Inc.		05/31/2018	Corporation: NEW JERSEY
Apple & Eve, LLC		05/31/2018	Limited Liability Company: DELAWARE
Old Orchard Brands LLC		05/31/2018	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1525 West W.T. Harris Blvd.		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5060230	APPLE & EVE FARMERS MARKET	
Registration Number:	5163032	JUST PRESSED	
Registration Number:	1089395	OLD ORCHARD	
Registration Number:	2761953	OLD ORCHARD	
Registration Number:	2836419	OLD ORCHARD	
Registration Number:	3849379	HEALTHY BALANCE	
Registration Number:	3789590	HEALTHY BALANCE	
Registration Number:	3372408	OLD ORCHARD	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	(216) 586-3939		
Email:	skoston@jonesday.com		
Correspondent Name:	JONES DAY		
Address Line 1:	901 LAKESIDE AVENUE		

TRADEMARK

Address Line 2: NORTH POINT
Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER: 230397-615868-sk

NAME OF SUBMITTER: Adela Woliansky

SIGNATURE: /Adela Woliansky/

DATE SIGNED: 06/01/2018

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Trademark Security Agreement”), dated as of May 31, 2018, by each person listed on Schedule 1 hereto (collectively, the “Pledgors”), in favor of Wells Fargo Bank, National Association, in its capacity as collateral agent pursuant to that certain Second Amended and Restated Credit Agreement, dated as of May 31, 2018 (in such capacity, the “Senior Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Pledgors are party to that certain Amended and Restated U.S. Security Agreement, dated as of September 21, 2016 (as amended by that certain First Amendment and Joinder to Amended and Restated U.S. Security Agreement, dated as of the date hereof, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “U.S. Security Agreement”), in favor of the Senior Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Senior Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Senior Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the U.S. Security Agreement and used herein have the meaning given to them in the U.S. Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Senior Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of the right, title and interest of such Pledgor in, to and under all the following Collateral of such Pledgor (collectively, the “Trademark Collateral”):

- (a) the Trademarks of such Pledgor listed on Schedule 2 hereto (provided that no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark applications under applicable federal law);
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Senior Collateral Agent pursuant to the U.S. Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Senior Collateral Agent with respect to the lien on and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to be inconsistent with or in conflict with the U.S. Security

Agreement, the provisions of the U.S. Security Agreement shall control unless the Senior Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the release of the security interests granted to the Senior Collateral Agent pursuant to Section 11.4 of the U.S. Security Agreement, upon written request of any Pledgor, the Senior Collateral Agent shall execute, acknowledge, and deliver to the applicable Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.


SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

SECTION 8. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE TERMS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

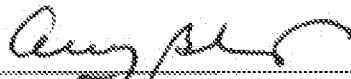
[Signature Page Follows]

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

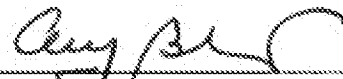
LASSONDE PAPPAS AND COMPANY, INC.

By: 
Name: Guy Blanchette
Title: Executive Vice President

APPLE & EVE, LLC

By: 
Name: Guy Blanchette
Title: Executive Vice President

OLD ORCHARD BRANDS LLC

By: 
Name: Guy Blanchette
Title: Executive Vice President

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Senior Collateral Agent

By: Maura Fitzgerald
Name: Maura Fitzgerald
Title: Senior Vice President

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT




PLEDGORS



NAME	ADDRESS
Lassonde Pappas and Company, Inc.	One Collins Drive, Suite 200, Carneys Point, NJ 08069
Apple & Eve, LLC	One Collins Drive, Suite 200, Carneys Point, NJ 08069
Old Orchard Brands LLC	One Collins Drive, Suite 200, Carneys Point, NJ 08069

SCHEDULE 2
TO
TRADEMARK SECURITY AGREEMENT

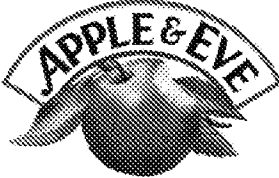
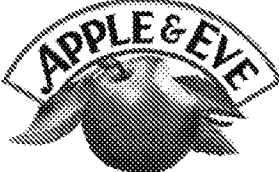
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

PLEDGOR OWNER	MARK	COUNTRY	REG. NO.	REGISTRATION DATE
Apple & Eve, LLC	APPLE & EVE FARMERS MARKET	USA	5060230	10/11/2016
Lassonde Pappas and Company, Inc.	JUST PRESSED	USA	5163032	3/14/2017
Old Orchard Brands LLC	OLD ORCHARD	USA	1089395	4/11/1978
Old Orchard Brands LLC		USA	2761953	9/9/2003
Old Orchard Brands LLC		USA	2836419	4/27/2004
Old Orchard Brands LLC		USA	3849379	9/21/2010
Old Orchard Brands LLC	HEALTHY BALANCE	USA	3789590	5/18/2010
Old Orchard Brands LLC	OLD ORCHARD	USA	3372408	1/22/2008
Old Orchard Brands LLC	OLD ORCHARD	CANADA	TMA575134	2/6/2003
Lassonde Pappas and Company, Inc.	RUBY KIST	CANADA	TMA412276	5/14/1993
Apple & Eve, LLC		CANADA	TMA191494	6/1/1973
Apple & Eve, LLC	TREESWEET	CANADA	TMA233729	6/15/1979

Apple & Eve, LLC	THE JUICE, THE WHOLE JUICE AND NOTHING BUT THE JUICE	CANADA	TMA408409	2/19/1993
Apple & Eve, LLC		CANADA	TMA475547	4/30/1997
Apple & Eve, LLC	NORTHLAND	CANADA	TMA533057	9/20/2000
Apple & Eve, LLC	FRUITABLES	CANADA	TMA894341	1/19/2015
Apple & Eve, LLC		CANADA	TMA243881	4/25/1980
Apple & Eve, LLC	APPLE & EVE	CANADA	TMA411183	4/16/1993
A & E Acquisition, LLC	THE SWITCH	CANADA	TMA936926	5/5/2016

Trademark Applications:

PLEDGOR OWNER	MARK	COUNTRY	APPLICATION NO.	FILING DATE
Apple & Eve, LLC	APPLE & EVE	CANADA	1879353	1/24/2018
Apple & Eve, LLC		CANADA	1879776	1/26/2018
Apple & Eve, LLC		CANADA	1879778	1/26/2018