

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478840

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lakeside Produce Inc.		06/19/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	100 King Street West		
Internal Address:	18th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5X 1A1		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3677046	STRAMATO	
Registration Number:	3677685	LAKESIDE PRODUCE GREEN FOCUS A BETTER PL	
Registration Number:	3677684	LAKESIDE PRODUCE GREEN FOCUS A BETTER PL	
Registration Number:	5067157	SNACK N GO TRIO	
Registration Number:	5184922	SNACK N' GO	
CORRESPONDENCE DATA			
Fax Number:	6176468646		
<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:	6176468000		
Email:	drwtrademarks@wolfgreenfield.com		
Correspondent Name:	Douglas R. Wolf		
Address Line 1:	600 Atlantic Avenue		
Address Line 2:	Wolf, Greenfield & Sacks, P.C.		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	L0807.40000US00		
NAME OF SUBMITTER:	Douglas R. Wolf		
SIGNATURE:	/drw/		
DATE SIGNED:	06/21/2018		

OP \$140.00 3677046

Total Attachments: 5

source=Lakeside Product Security Interest#page1.tif

source=Lakeside Product Security Interest#page2.tif

source=Lakeside Product Security Interest#page3.tif

source=Lakeside Product Security Interest#page4.tif

source=Lakeside Product Security Interest#page5.tif

**CONFIRMATION OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

WHEREAS LAKESIDE PRODUCE INC. (the "Debtor") is the owner of the intellectual property set forth in Schedule A hereto, the registrations and applications for the intellectual property identified therein and any underlying goodwill associated with such intellectual property (collectively, the "Intellectual Property");

AND WHEREAS the Debtor has delivered a general security agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") to Bank of Montreal, as Agent (the "Secured Party"), and all terms used herein as defined terms shall have the respective meanings ascribed thereto in the Security Agreement;

AND WHEREAS pursuant to the Security Agreement, the Debtor pledges, assigns, mortgages, charges and hypothecates to the Secured Party and grants to the Secured Party a security interest in favour of the Secured Party in, *inter alia*, all present and future intangibles of the Debtor, including all of its present and future goodwill, intellectual property and choses in action of every nature and kind, including without limitation the Intellectual Property (the "Security Interest");

AND WHEREAS the Debtor and the Secured Party desire to record this Confirmation with the Canadian Intellectual Property Office and the United States Patent and Trademark Office and such other authorized as the Secured Party desires to provide third parties with notice of the grant of the Security Interest;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the terms and obligations set forth in the Security Agreement, the Debtor hereby confirms the granting of the Security Interest to the Secured Party.

The Debtor agrees that this Confirmation may be recorded with the Canadian Intellectual Property Office and the United States Patent and Trademark Office and such other authorities as the Secured Party desires to provide notice to third parties of the Security Interest granted under the Security Agreement.

Notwithstanding the foregoing, nothing herein shall be deemed to supersede, nor shall anything herein be used for the purpose of interpreting, the Security Agreement, and this Confirmation is not intended to alter in any way the rights or obligations of the Debtor or the Secured Party set forth in the Security Agreement. For the avoidance of doubt, if the terms of this Confirmation conflict with the Security Agreement, the terms of the Security Agreement shall govern.

This Confirmation shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[Remainder of page intentionally blank; signature page follows.]

DATED as of the 19th day of June, 2018.

DEBTOR:

LAKESIDE PRODUCE INC.

Per: 
Name: Christopher Cervini
Title: President

I have the authority to bind the Debtor.

SECURED PARTY:

BANK OF MONTREAL, AS AGENT

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We have the authority to bind the Secured Party.

DATED as of the 19th day of June, 2018.

DEBTOR:

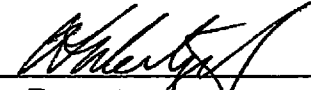
LAKESIDE PRODUCE INC.

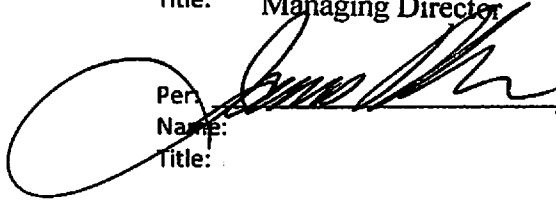
Per: _____
Name: Christopher Cervini
Title: President

I have the authority to bind the Debtor.

SECURED PARTY:

BANK OF MONTREAL, AS AGENT


Per: 
Name: Francois Wentzel
Title: Managing Director

Per: 
Name: James Di Giacomo
Title: Managing Director
Loan Syndications

We have the authority to bind the Secured Party.


SCHEDULE A
INTELLECTUAL PROPERTY

Canadian Trademarks

<u>Trademark</u>	<u>Status</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
STRAMATO	REGISTERED	1357116	July 25/07	TMA734308	Feb. 11/09
LAKESIDE PRODUCE GREEN FOCUS A BETTER PLAN FOR A BETTER PLANET & DESIGN 	REGISTERED	1409615	Sept. 5/08	TMA790446	Feb. 11/11
RUBIES	REGISTERED	1441381	June 12/09	TMA797922	May 18/11
MUNCHKINS	REGISTERED	1451220	Sept. 10/09	TMA788940	Jan. 27/11
ALLSORTS	REGISTERED	1451225	Sept. 10/09	TMA788941	Jan. 27/11
SOLO	REGISTERED	1512687	Jan. 26/11	TMA872944	Mar. 10/14
SNACK N' GO	ALLOWED	1790551	July 8/16	n/a	n/a
CAROLINAS	SEARCHED	1836819	May 10/17	n/a	n/a
HERITAGE	SEARCHED	1836818	May 10/17	n/a	n/a

United States Trademarks

<u>Trademark</u>	<u>Status</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
STRAMATO	S, 8 and 15 combined declaration accepted and acknowledged	77237569	July 24/07	3677046	Sept. 1/09

<u>Trademark</u>	<u>Status</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
LAKESIDE PRODUCE GREEN FOCUS A BETTER PLAN FOR A BETTER PLANET	S. 8 and 15 combined declaration accepted and acknowledged	77564015	Sept. 6/08	3677685	Sept. 1/09
 LAKESIDE PRODUCE GREEN FOCUS A better plan for a better planet	S. 8 and 15 combined declaration accepted and acknowledged	77564014	Sept. 6/08	3677684	Sept. 1/09
Snack N Go Trio	REGISTERED	86775958	Oct. 2/15	5067157	Oct. 25/16
snack n' go	REGISTERED	87092883	July 5/16	5184922	Apr. 18/17