

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM503065

<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>
FRESHLY PICKED, LLC		12/20/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EAST WEST BANK		
<b>Street Address:</b>	135 N. LOS ROBLES AVENUE		
<b>Internal Address:</b>	3RD FLOOR		
<b>City:</b>	PASADENA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91101		
<b>Entity Type:</b>	BANK: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87941656	THE FRINGE	
<b>Registration Number:</b>	5275839	FIRST PAIR	
<b>Registration Number:</b>	4862460	FRESHLY PICKED	
<b>Registration Number:</b>	4862461	FP	
<b>Registration Number:</b>	4514480	FRESHLY PICKED	
<b>Registration Number:</b>	4514489	FP	
<b>Registration Number:</b>	4523597		
<b>Registration Number:</b>	4482796		
<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>	312-577-8446		
<b>Email:</b>	vickie.lee@kattenlaw.com		
<b>Correspondent Name:</b>	VICKIE LEE c/o KATTEN MUCHIN ROSENMAN		
<b>Address Line 1:</b>	525 WEST MONROE STREET		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Vickie Lee		

CH \$215.00 87941656

<b>SIGNATURE:</b>	/VICKIE LEE/
<b>DATE SIGNED:</b>	12/21/2018
<b>Total Attachments: 5</b> source=EWB_Freshly Picked - Trademark Security Agreement (2018) Executed#page1.tif source=EWB_Freshly Picked - Trademark Security Agreement (2018) Executed#page2.tif source=EWB_Freshly Picked - Trademark Security Agreement (2018) Executed#page3.tif source=EWB_Freshly Picked - Trademark Security Agreement (2018) Executed#page4.tif source=EWB_Freshly Picked - Trademark Security Agreement (2018) Executed#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of December 20, 2018 (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by FRESHLY PICKED, LLC, a Delaware limited liability company (the “Grantor”), in favor of EAST WEST BANK (the “Lender”).

Reference is made to that certain Credit Agreement dated as of the date hereof among Grantor and the Lender (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

Reference is also made to that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by the Grantor and the other parties thereto in favor of the Lender.

The Lender has agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lender to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefit from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lender to extend such credit.

Accordingly, the parties hereto agree as follows:

**SECTION 1. Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

**SECTION 2. Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, Grantor, pursuant to the Security Agreement, did, and hereby does, grant to the Lender, its successors and assigns, a security interest in, all of Grantor’s right, title or interest in or to any and all of the following assets and properties (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, and other source or business identifiers, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the “Trademarks”); and

(b) all goodwill associated with or symbolized by the Trademarks.

Notwithstanding the foregoing, no security interest is granted in any Intent-to-Use Applications to the extent that, and solely during the period in which, the grant of a security interest therein

would impair the registrability, validity or enforceability of such applications under applicable federal law; provided that, at such time any such Intent-to-Use Applications matures into an Actual Use Application by the Grantor's receipt of a written notification from the United States Patent and Trademark Office of its acceptance of either an "Amendment to Alleged Use" or "Statement of Use," such Intent-to-Use Application shall immediately be included in the Trademark Collateral, and any security interest that would otherwise be granted herein shall attach immediately to such Actual Use Application.

**SECTION 3. Security Agreement.** The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

**SECTION 4. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York (without reference to its choice of law rules).

**SECTION 5. Execution In Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature delivered by a party via facsimile or electronic transmission shall be deemed to be an original signature hereto.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement by its duly authorized representative as of the date first written above.

GRANTOR

**FRESHLY PICKED, LLC**, a Delaware limited liability company

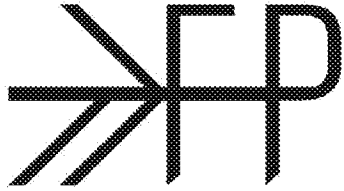
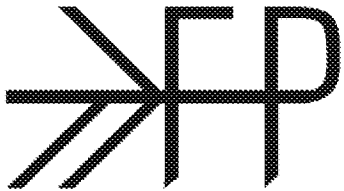
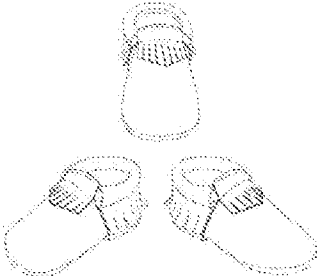
By: \_\_\_\_\_

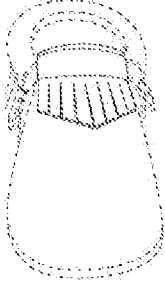
Name: Susan Petersen

Title: President and Chief Executive Officer

Trademark Security Agreement

**Schedule I**

#	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status of Mark	Owner/Applicant
1.	The Fringe (block letters)	87941656	05-30-2018	N/A	N/A	Published (Pending)	Freshly Picked, LLC
2.	First Pair (block letters)	87299395	01-12-2017	5275839	08-29-2017	Registered	Freshly Picked, LLC
3.	Freshly Picked (block letters)	86569688	03-19-2015	4862460	12-01-2015	Registered	Freshly Picked, LLC
4.	 (word and design)	86569717	03-19-2015	4862461	12-01-2015	Registered	Freshly Picked, LLC
5.	Freshly Picked (block letters)	86060590	09-10-2013	4514480	04-15-2014	Registered	Freshly Picked, LLC
6.	 (word and design)	86060651	09-10-2013	4514489	04-15-2014	Registered	Freshly Picked, LLC
7.	 (design only)	85929179	05-10-2013	4523597	04-29-2014	Registered	Freshly Picked, LLC

#	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status of Mark	Owner/ Applicant
8.	 <p>(design only)</p>	85929218	05-10-2013	4482796	02-11-2014	Registered	Freshly Picked, LLC