

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502652

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment for Security - Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pocono Produce Co., Inc.		12/14/2018	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	CIT Northbridge Credit LLC		
Street Address:	75 North Fair Oaks Avenue		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85731455	P POCONO PROFOODS	
Serial Number:	85723301	POCONO PRODUCE	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	12/19/2018		
Total Attachments: 3			
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ASSIGNMENT FOR SECURITY - TRADEMARKS

THIS ASSIGNMENT FOR SECURITY – TRADEMARKS, (as it may be amended, amended and restated, supplemented, replaced or otherwise modified from time to time, the “Assignment”), dated as of December 14, 2018, is entered into by and between POCONO PRODUCE CO., INC., a Pennsylvania corporation (the “Assignor”) and CIT NORTHBRIDGE CREDIT LLC, a Delaware limited liability company, as agent under the below defined Loan Agreement (in such capacity together with its successors and assigns in such capacity, the “Agent”)

WHEREAS, Assignor holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, Assignor has entered into that certain Loan, Security and Guarantee Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), among Assignor, the financial institutions party thereto from time to time as lenders (collectively, the “Lenders”) and Agent; and

WHEREAS, pursuant to the Loan Agreement, Assignor has granted to the Agent for the benefit of each Lender and the other Secured Parties (as defined in the Loan Agreement) a continuing security interest in all right, title and interest of Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor grants to the Agent for the benefit of the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.


THIS ASSIGNMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATION LAW AND FEDERAL LAWS RELATING TO NATIONAL BANKS).

[Signature pages follow.]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

POCONO PRODUCE CO., INC.

By: 
Name: Rosemary Dyebe Glofsson
Title: CEO/Chairman

By: 
Name: Terrence B. Snyder
Title: President

SCHEDULE A TO ASSIGNMENT FOR SECURITY
TRADEMARKS

Trademark	Number	Registration Date	Assignor
Mark P POCONO PROFOODS & Design	85/731,455	June 10, 2014	Pocono Produce Co., Inc.
POCONO PRODUCE	85/723,301	June 25, 2013	Pocono Produce Co., Inc.