

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM513664

<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>
Bragg Live Food Products, LLC		03/11/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ares Capital Corporation, as Administrative Agent		
<b>Street Address:</b>	245 Park Avenue		
<b>Internal Address:</b>	44th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4959238	BRAGG	
<b>Registration Number:</b>	3638207	BRAGG	
<b>Registration Number:</b>	4052496	BRAGGBERRY	
<b>Registration Number:</b>	3988324	BRAGG ALL NATURAL LIQUID AMINOS	
<b>Registration Number:</b>	3635204	BRAGGZYME	
<b>Serial Number:</b>	88072036	BRAGG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>	212-906-1216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP c/o Angela M. Amaru		
<b>Address Line 1:</b>	885 Third Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	040896-0107		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		
<b>SIGNATURE:</b>	/s/ Angela M. Amaru		

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<b>DATE SIGNED:</b>	03/11/2019
<b>Total Attachments: 4</b> source=Bragg - IPSA - Trademarks EXECUTED#page1.tif source=Bragg - IPSA - Trademarks EXECUTED#page2.tif source=Bragg - IPSA - Trademarks EXECUTED#page3.tif source=Bragg - IPSA - Trademarks EXECUTED#page4.tif	

## **TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement (this “Trademark Security Agreement”) is made as of March 11, 2019, by Bragg Live Food Products, LLC (“Grantor”), in favor of ARES CAPITAL CORPORATION, in its capacity as Administrative Agent for each Lender Party (in such capacity, together with its successors and assigns in such capacity, if any, “Grantee”).

WHEREAS, the Grantor has adopted, used and is using, and 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, the Grantor has entered into a Pledge and Security Agreement, dated as of March 11, 2019 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Security Agreement”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has pledged and granted to the Grantee (and its agents and designees) for the benefit of the Lender Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below), to secure the payment, performance and observance of all of the Secured Obligations.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. As collateral security for the payment, performance and observance of all of the Secured Obligations, the Grantor does hereby pledge and grant to the Grantee (and its agents and designees) for the benefit of the Lender Parties, a continuing security interest in all of the following property, whether now or hereafter existing or whether now owned or hereafter acquired (collectively, the “Trademark”): the Trademarks, together with (a) all extensions, modifications and renewals thereof, (b) the goodwill of the business connected with the use of and symbolized by any of the foregoing, (c) all income, license fees, royalties, damages, claims and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements or dilutions thereof, (d) the right to sue or otherwise recover for past, present and future infringements and dilutions thereof, and (e) rights corresponding thereto throughout the world. Notwithstanding the foregoing, the Trademark Collateral shall not include any Excluded Assets.

2. All capitalized terms used but not otherwise defined herein have the meanings given to them (including by reference) in the Security Agreement.

3. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Trademark Collateral, and the security interest granted therein, 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 a

conflict between this Trademark Security Agreement and the Security Agreement, the provisions of the Security Agreement shall control.

4. **THIS TRADEMARK AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.**

5. 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

**[Remainder of page intentionally left blank]**

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

**BRAGG LIVE FOOD PRODUCTS, LLC,**  
a Delaware limited liability company

By: Linda Boardman  
Name: Linda Boardman  
Title: Chief Executive Officer and President

[Signature Page to Trademark Security Agreement]

**SCHEDULE A TO TRADEMARK SECURITY AGREEMENT**

<b>Mark</b>	<b>Registration No. / Application No.</b>	<b>Registration Date / Application Date</b>	<b>Status</b>	<b>Owner</b>
BRAGG	88072036	08/09/2018	Pending	Bragg Live Food Products
BRAGG	4959238	05/17/2016	Registered	Bragg Live Food Products
BRAGG	3638207	06/16/2009	Registered (Renewed)	Bragg Live Food Products
BRAGGBERRY	4052496	11/08/2011	Registered	Bragg Live Food Products
BRAGG ALL NATURAL LIQUID AMINOS	3988324	07/05/2011	Registered	Bragg Live Food Products
BRAGGZYME (stylized)	3635204	06/09/2009	Registered	Bragg Live Food Products