

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM518838

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KAOLIN MUSHROOM FARMS, INC.		04/12/2019	Corporation: PENNSYLVANIA
SOUTH MILL MUSHROOMS HOLDING CORPORATION		04/12/2019	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	COOPERATIEVE RABOBANK U.A., NEW YORK BRANCH, as Administrative Agent
<b>Street Address:</b>	245 Park Avenue
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10167
<b>Entity Type:</b>	A New York State Licensed Branch of a Dutch Banking Cooperative: NETHERLANDS

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
<b>Serial Number:</b>	86592855	PORTA BÉLA
<b>Serial Number:</b>	86592848	PORTA BÉLA
<b>Serial Number:</b>	75286617	SELECT SOILS
<b>Serial Number:</b>	74089968	SOUTH MILL
<b>Serial Number:</b>	77688044	SOUTH MILL
<b>Serial Number:</b>	76257981	SOUTH MILL GROWING AND DISTRIBUTING MUSH
<b>Serial Number:</b>	88263401	PORTA BÉLA

## CORRESPONDENCE DATA

Fax Number: 6785532602

*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.*

Phone: 67855323601

Email: jimmarl@gtlaw.com

Correspondent Name: LaShana C. Jimmar, Paralegal

Address Line 1: GREENBERG TRAUIG, LLP

Address Line 2: 3333 PIEDMONT ROAD, NE, SUITE 2500

CH \$190.00 86592855

<b>Address Line 4:</b>	Atlanta, GEORGIA 30305
<b>ATTORNEY DOCKET NUMBER:</b>	123235.018600
<b>NAME OF SUBMITTER:</b>	LaShana C. Jimmar
<b>SIGNATURE:</b>	/LaShana C. Jimmar/
<b>DATE SIGNED:</b>	04/12/2019
<b>Total Attachments: 6</b> source=Rabobank_South Mills - Trademark Security Agreement (Domestic)#page1.tif source=Rabobank_South Mills - Trademark Security Agreement (Domestic)#page2.tif source=Rabobank_South Mills - Trademark Security Agreement (Domestic)#page3.tif source=Rabobank_South Mills - Trademark Security Agreement (Domestic)#page4.tif source=Rabobank_South Mills - Trademark Security Agreement (Domestic)#page5.tif source=Rabobank_South Mills - Trademark Security Agreement (Domestic)#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) dated as of April 12, 2019, among Grantors listed on the signature pages hereof (collectively, jointly and severally, “*Grantors*” and each individually “*Grantor*”), and COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH (“*Rabobank*”), in its capacity as administrative agent (together with its permitted successors and assigns, “*Administrative Agent*”) for the Secured Parties.

### WITNESSETH:

WHEREAS, South Mill Parent, LLC, a Delaware limited liability company (“*Parent*”), South Mill Mushrooms Holding Corporation, a Delaware corporation (“*South Mill*”), Kaolin Mushroom Farms, Inc., a Pennsylvania corporation (“*Kaolin*”), and Champ’s Fresh Farms Inc., a corporation incorporated pursuant to the laws of British Columbia (“*Champ’s*” and together with South Mill and Kaolin, each a “*Borrower*” and collectively, “*Borrowers*”), the various financial institutions party thereto as a lender (each a “*Lender*”, and collectively, the “*Lenders*”), and Administrative Agent have entered into that certain Credit Agreement dated as of April 12, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”); and

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to Borrowers and the other Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement (Domestic) dated as of April 12, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “*Security Agreement*”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants, collaterally assigns, and pledges to Administrative Agent, for the ratable benefit of the Secured Parties, a Security Interest in all of such Grantor’s right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “*Trademark Collateral*”):

(a) all of such Grantor’s Trademarks, including those referred to on Schedule I hereto;

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks or ownership of any new U.S. applications for registration of and registered trademarks (other than any intent-to-use trademark application constituting Excluded Property), the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent within such time limit set forth in the Security Agreement with respect to any such new trademarks for which such Grantor files an application for registration with the U.S. Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any new trademark rights and registered or applied for trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate, or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this

Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. GOVERNING LAW. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer or officers thereunto duly authorized as of the date first above written.

**GRANTORS:**

**KAOLIN MUSHROOM FARMS, INC.**

DocuSigned by:  
*Sergio Varela*  
By: 800587082FC84C2...  
Name: Sergio Varela  
Title: Chief Financial Officer

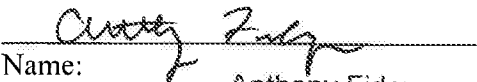
**SOUTH MILL MUSHROOMS HOLDING CORPORATION**

DocuSigned by:  
*Sergio Varela*  
By: 800587082FC84C2...  
Name: Sergio Varela  
Title: Chief Financial Officer

ACKNOWLEDGED AND  
AGREED:

COÖPERATIEVE RABOBANK U.A., NEW  
YORK BRANCH, as Administrative Agent

By:   
Name: Eric J. Rogowski  
Title: Executive Director


By:   
Name: Anthony Fidanza  
Title: Vice President

**SCHEDULE I**

to

**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations**

<b>Trademark</b>	<b>Serial/Application Numbers</b>	<b>Registration Numbers</b>	<b>Registration Date</b>	<b>Registered Owner</b>
PORTA BÉLA	86-592,855	5,120,138	January 10, 2017	Kaolin Mushroom Farms, Inc.
PORTA BÉLA	86-592,848	5,120,136	January. 10, 2017	Kaolin Mushroom Farms, Inc.
SELECT SOILS	75-286,617	2,180,292	August. 11, 1998	Kaolin Mushroom Farms, Inc.
SOUTH MILL	74-089,968	1,661,013	October. 15, 1991	Kaolin Mushroom Farms, Inc.
SOUTH MILL	77-688,044	3,688,934	September. 29, 2009	Kaolin Mushroom Farms, Inc.
SOUTH MILL GROWING AND DISTRIBUTING MUSHROOMS, PRODUCE AND MORE! 	76-257,981	2,620,591	September. 17, 2002	Kaolin Mushroom Farms, Inc.

**Trademark Applications**

<b>Trademark</b>	<b>Serial/Application Numbers</b>	<b>Registration Numbers.</b>	<b>Application Date</b>	<b>Filing Owner</b>
<u>PORTA BÉLA</u>	88-263,401	N/A	January 16, 2019	South Mill Mushrooms Holding Corporation

Schedule I

ACTIVE 42807537v3

RECORDED: 04/12/2019

**TRADEMARK**  
REEL: 006617 FRAME: 0423