

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM518841

<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>
CHAMP'S FRESH FARMS INC.		04/12/2019	A corporation amalgamated pursuant to the laws of British Columbia: CANADA
<b>RECEIVING PARTY DATA</b>			
<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		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76161415	CHAMPIONS FROM THE GROUND UP!	
<b>Serial Number:</b>	76161414		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6785532602		
<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>	67855323601		
<b>Email:</b>	jimmarl@gtlaw.com		
<b>Correspondent Name:</b>	LaShana C. Jimmar, Paralegal		
<b>Address Line 1:</b>	GREENBERG TRAURIG, LLP		
<b>Address Line 2:</b>	3333 PIEDMONT ROAD, NE, SUITE 2500		
<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: 7</b>			

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## TRADE-MARK SECURITY AGREEMENT

This TRADE-MARK SECURITY AGREEMENT (this “*Trade-mark 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 amalgamated 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 Canadian Pledge and Security Agreement 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 Trade-mark 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 TRADE-MARK 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 “*Trade-mark Collateral*”):

(a) all of such Grantor's Trade-marks, 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 Trade-mark; 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 Trade-mark (ii) injury to the goodwill associated with any Trade-mark.

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

3. SECURITY FOR OBLIGATIONS. This Trade-mark 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 Trade-mark 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 Trade-mark 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 Trade-mark 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 trade-marks or ownership of any new U.S. or Canadian applications for registration of and registered trade-marks (other than any intent-to-use trade-mark application constituting Excluded Property), the provisions of this Trade-mark 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 trade-marks for which such Grantor files an application for registration with the U.S. Patent and Trademark Office or the Canadian Intellectual Property Office or the renewal or extension of any trade-mark 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 trade-mark rights and registered or applied for trade-marks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trade-mark 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 Trade-mark 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 Trade-mark 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 Trade-mark Security Agreement shall be construed in accordance with and governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The parties irrevocably attorn to the jurisdiction of the courts of British Columbia, which will have non-exclusive jurisdiction over any matter arising out of this Agreement.

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ACKNOWLEDGED AND  
AGREED:

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

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


By:   
Name: Anthony Fianza  
Title: Vice President

**SCHEDULE I**

to

**TRADEMARK SECURITY AGREEMENT**

**Trade-mark Registrations**

<b>Trademark</b>	<b>Country</b>	<b>Serial/Application Numbers</b>	<b>Registration Numbers</b>	<b>Registration Date</b>	<b>Registered Owner</b>
CHAMPIONS FROM THE GROUND UP!	United States of America	76-161,415	2,667,926	November 8, 2000	Champ's Fresh Farms Inc.
**DESIGN ONLY**	United States of America	76-161,414	2,667,925	November 8, 2000	Champ's Fresh Farms Inc.
CLEAN N READY	Canada	1137549	TMA636971	April 7, 2005	Champ's Fresh Farms Inc.
	Canada	1058906	TMA559,470	May 12, 2000	Champ's Fresh Farms Inc.

Schedule I-1



<b>Trademark</b>	<b>Country</b>	<b>Serial/Application Numbers</b>	<b>Registration Numbers</b>	<b>Registration Date</b>	<b>Registered Owner</b>
CHAMPIONS FROM THE GROUND UP!	Canada	1058909	TMA559471	May 12, 2000	Champ's Fresh Farms Inc.