

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM521235

<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>
Garden Fresh Gourmet		04/26/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fédération des caisses Desjardins du Québec		
<b>Street Address:</b>	1170 Rue Peel, Suite 300		
<b>City:</b>	Montréal		
<b>State/Country:</b>	QUEBEC		
<b>Postal Code:</b>	H3B 0A9		
<b>Entity Type:</b>	Credit Union: QUEBEC		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5055864	SIMPLE EARTH	
<b>Registration Number:</b>	1973969	GET OFF THE BOTTLE ... TRY IT FRESH!	
<b>Registration Number:</b>	2916050	GARDEN FRESH GOURMET	
<b>Registration Number:</b>	4667837	MOE & JOE'S	
<b>Registration Number:</b>	2692792	GARDEN FRESH GOURMET	
<b>Registration Number:</b>	3155985	JACK'S SPECIAL	
<b>Registration Number:</b>	3820914	WILD MILD	
<b>Registration Number:</b>	5083214	GARDEN FRESH GOURMET	
<b>Registration Number:</b>	5347365	GARDEN FRESH GOURMET	
<b>Registration Number:</b>	4196041	MOE & JOE'S	
<b>Registration Number:</b>	3554816	HUMMUS TOPPERS	
<b>Registration Number:</b>	4414139	SUPER FOOD MEETS SUPER GOOD	
<b>Registration Number:</b>	3685752	EL MATADOR	
<b>Registration Number:</b>	3724820	BASHA	
<b>Registration Number:</b>	4489877	THE FRESH SALSA CO.	
<b>Registration Number:</b>	4489876	THE FRESH HUMMUS CO.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4142974900		

OP \$415.00 5055864

TRADEMARK

**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:** 4142712400  
**Email:** IPDocketing@foley.com, shaines@foley.com  
**Correspondent Name:** Christopher King  
**Address Line 1:** 777 East Wisconsin Avenue  
**Address Line 4:** Milwaukee, WISCONSIN 53202-5306

<b>NAME OF SUBMITTER:</b>	Christopher M. King
<b>SIGNATURE:</b>	/Christopher M. King/
<b>DATE SIGNED:</b>	04/29/2019

**Total Attachments: 6**

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## CONFIRMATORY TRADEMARK SECURITY AGREEMENT

THIS CONFIRMATORY TRADEMARK SECURITY AGREEMENT, dated as of April 26, 2019, is made by GARDEN FRESH GOURMET, LLC, a Delaware limited liability company (the "**Grantor**"), in favour of Fédération des caisses Desjardins du Québec, as administrative agent and collateral agent pursuant to the terms of the Credit Agreement referred to below (in such capacity, together with its successors and permitted assigns, the "**Agent**").

### WITNESSETH:

WHEREAS, pursuant to the third amended and restated credit agreement dated as of April 24, 2019 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and between, among others, the Grantor and FONTAINE SANTÉ FOODS INC., as borrowers, the Agent and the financial institutions parties thereto, as lenders (in such capacity, together with their successors and permitted assigns, the "**Lenders**"), the Lenders have agreed to grant credit facilities to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to a Pledge and Security Agreement dated April 24, 2019 in favour of the Agent pursuant to a supplement dated April 26, 2019 (as such agreement may be amended, restated, supplemented, modified or replaced from time to time, the "**Security Document**");

WHEREAS the Grantor and the Agent are desirous of recording the Security Document and the additional security created hereunder in the Trademark Collateral (as hereinafter defined) with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the premises and to induce the Agent and the Lenders to enter into the Credit Agreement and to make the credit facilities to the Grantor thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the obligations of such Grantor to the Agent and the Lenders (including in their capacity of Hedging Lenders and Bank Product Lenders) under the Credit Agreement, Hedging Agreements and Banking Products, hereby grants to the Agent a Lien on and security interest in, all of its right, title and interest in, to and under the following collateral of the Grantor, whether now owned or hereafter acquired (the "**Trademark Collateral**"):

- (a) all of its trademark registrations, applications for trademark registrations (excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications), and all intellectual property licenses providing for the grant by or to the Grantor of any right under any trademark (each a "**Trademark**"), including, without limitation, those referred to on Schedule I hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Document. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the lien and security interest granted to the Agent pursuant to the Security Document and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Document, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder, provided that to the extent that the laws of any jurisdiction govern the validity and perfection of the security constituted hereunder, the domestic laws of such jurisdiction shall govern those issues.

Section 5. Counterparts. 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without giving effect to the conflict-of-laws principles thereof (other than Sections 5-1401 and 5-1402 of the General Obligations Law).

**[SIGNATURE PAGES FOLLOW]**

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

Very truly yours,

**GARDEN FRESH GOURMET, LLC**  
as Grantor


By: GARDEN FRESH GOURMET  
HOLDING, INC., its Sole Member

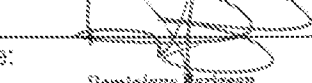
By:   
Name: MAX LATIEF  
Title: Authorized Representative

[Signature Page – Confirmatory Trademark Security Agreement]

ACCEPTED AND AGREED  
as of the date first above written:

**FÉDÉRATION DES CAISSES DESARDINS  
DU QUÉBEC**  
as Agent

By:   
Name: Gilles Lezard  
Title: Directeur, Structure et Syndication  
Financement corporatif  
Director, Loan Structuring & Syndication  
Corporate Banking

By:   
Name: \_\_\_\_\_  
Title: Dominique Barzeau  
Directeur général  
Gestion du Portefeuille, Grandes Entreprises  
Managing Director  
Portfolio Management, Corporate Banking

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations**

<b>TRADEMARKS IN CANADA</b>	<b>APPL. NO. DATE</b>	<b>REGISTR. NO. DATE</b>	<b>STATUS</b>
<b>WILD MILD</b>	1478581 2010-04-27	TMA804809 2011-08-19	Registered
<b>GARDEN FRESH GOURMET</b>	1291129 2006-02-14	TMA691299 2007-07-04	Registered
<b>JACK'S SPECIAL</b>	1485873 2010-06-21	TMA854290 2013-07-02	Registered
<b>GARDEN FRESH NATURALS</b>	1485874 2010-06-21	TMA850836 2013-05-14	Registered
<b>HUMMUS TOPPERS</b>	1376188 2007-12-17	TMA736032 2009-03-10	Registered

<b>TRADEMARKS IN US</b>	<b>APPL. NO. DATE</b>	<b>REGISTR. NO. DATE</b>	<b>STATUS</b>
<b>GET OFF THE BOTTLE...TRY IT FRESH!</b>	74450289 1993-10-25	1973969 1996-05-14	Registered
<b>GARDEN FRESH GOURMET</b>	78242454 2003-04-26	2916050 2005-01-04	Registered
<b>MOE &amp; JOE'S</b>	85296395 2011-04-15	4667837 2015-01-06	Registered
<b>GARDEN FRESH GOURMET</b>	76384191 2002-03-18	2692792 2003-03-04	Registered
<b>JACK'S SPECIAL</b>	78242450 2003-04-26	3155985 2006-10-17	Registered
<b>WILD MILD</b>	77858309 2009-10-27	3820914 2010-07-20	Registered

<b>TRADEMARKS IN US</b>	<b>APPL. NO. DATE</b>	<b>REGISTR. NO. DATE</b>	<b>STATUS</b>
<b>SIMPLE EARTH</b>	86715657 2015-08-05	5055864 2016-10-04	Registered
<b>GARDEN FRESH GOURMET</b>	86691325 2015-07-13	5083214 2016-11-15	Registered
<b>GARDEN FRESH GOURMET</b>	87151063 2016-08-25	5347365 2017-11-28	Registered
<b>MOE &amp; JOE'S</b>	85976939 2011-04-15	4196041 2012-08-21	Registered
<b>HUMMUS TOPPERS</b>	77219103 2007-06-29	3554816 2008-12-30	Registered
<b>SUPER FOOD MEETS SUPER GOOD</b>	85850220 2013-02-14	4414139 2013-10-08	Registered
<b>EL MATADOR</b>	77684143 2009-03-05	3685752 2009-09-22	Registered
<b>BASHA</b>	77685457 2009-03-06	3724820 2009-12-15	Registered
<b>THE FRESH SALSA CO.</b>	86066824 2013-09-17	4489877 2014-02-25	Registered
<b>THE FRESH HUMMUS CO.</b>	86066768 2013-09-17	4489876 2014-02-25	Registered