

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521837

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sun Rich Fresh Foods Inc.		04/29/2019	Company: CANADA
Tiffany Gate Foods Inc.		04/29/2019	Company: CANADA
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC		
Street Address:	225 W. Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4450402	AL FRESCO	
Registration Number:	4477142	FRESH PRESERVATIVE-FREE FRUIT AL FRESCO	
Registration Number:	2816348	FRUIT AL FRESCO	
Registration Number:	2200982	THE ART OF FRESHNESS	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Email:	mseiss@paulweiss.com, cadinolfi@paulweiss.com, lfranco@paulweiss.com		
Correspondent Name:	Marisa Seiss		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
NAME OF SUBMITTER:	Marisa Seiss		
SIGNATURE:	/Marisa Seiss/		
DATE SIGNED:	05/02/2019		

CH \$115.00 4450402

Total Attachments: 5

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Trademark Security Agreement (Second Lien) (United States)

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 29, 2019 (this “Security Agreement”), is made by SUN RICH FRESH FOODS INC., a British Columbia company, and TIFFANY GATE FOODS INC., a British Columbia company (each, a “Grantor”), in favor of CORTLAND CAPITAL MARKET SERVICES LLC, as administrative agent (in such capacity, together with its successors and assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Canadian Guaranty and Security Agreement referred to below).

WHEREAS, Country Fresh Acquisition Corp., a Delaware corporation (“Holdings”), Country Fresh Holdings, LLC, a Delaware limited liability company (“U.S. Borrower”), and TGF Acquisition Parent Ltd., a British Columbia company (“Canadian Borrower”), have entered into that certain Second Lien Credit Agreement dated as of April 29, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), by and among Holdings, U.S. Borrower, Canadian Borrower, the several banks and other financial institutions and lenders from time to time party thereto, and the Administrative Agent, providing for, among other things, revolving credit facilities subject to the terms set forth therein;

WHEREAS, in connection with the Second Lien Credit Agreement, Canadian Borrower and the other Grantors party thereto have entered into that certain Canadian Guaranty and Security Agreement (Second Lien) dated as of April 29, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Canadian Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Canadian Guaranty and Security Agreement requires each Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Second Lien Credit Agreement, each Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Canadian Guaranty and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of its Secured Obligations, hereby pledges and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and lien on all right, title and interest of such Grantor in, to and under the following property (the “Trademark Collateral”):

(a) all of its Trademarks and all Trademark Licenses (excluding any intent-to-use application prior to the filing of a “Statement to Use” or “Amendment to Allege Use” with respect thereto), including those listed 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;

provided that, notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property; provided, further, that if and when any property shall cease to be Excluded Property, a Lien on and security interest in such property shall automatically be deemed granted therein.

SECTION 3. Canadian Guaranty and Security Agreement. The security interests granted pursuant to this Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Canadian Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Canadian Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Canadian Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Canadian Guaranty and Security Agreement shall prevail.

SECTION 4. Termination. This Security Agreement shall terminate and the Liens on and security interests in the Trademark Collateral shall be released in accordance with Section 10.15 of the Canadian Guaranty and Security Agreement. Upon the termination of this Security Agreement, the Administrative Agent shall, at the sole cost and expense of the Loan Parties, promptly execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Liens on and security interests in the Trademark Collateral granted herein.

SECTION 5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

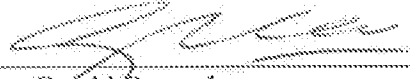
SECTION 6. Counterparts. This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Security Agreement by signing any such counterpart. Delivery of an executed counterpart to this Security Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 7. Loan Document. For avoidance of doubt, each Grantor and the Administrative Agent hereby acknowledge and agree that this Security Agreement is a Loan Document.

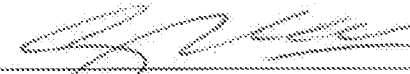
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SUN RICH FRESH FOODS INC.

By: 
Name: Gerald Coward
Title: Chief Financial Officer

TIFFANY GATE FOODS INC.

By: 
Name: Gerald Coward
Title: Chief Financial Officer

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

CORTLAND CAPITAL MARKET SERVICES LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, each 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.

SUN RICH FRESH FOODS INC.

By: _____
Name:
Title:

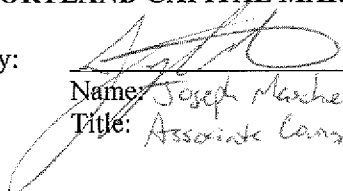
TIFFANY GATE FOODS INC.

By: _____
Name:
Title:

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

CORTLAND CAPITAL MARKET SERVICES LLC

By:  _____
Name: Joseph Marchese
Title: Associate Counsel

SCHEDULE I

Trademarks and Trademark Licenses

Mark	Registration No.	Owner
AL FRESCO	4450402	SUN RICH FRESH FOODS INC.
FRESH PRESERVATIVE-FREE FRUIT AL FRESCO	4477142	SUN RICH FRESH FOODS INC.
FRUIT AL FRESCO	2816348	SUN RICH FRESH FOODS INC.

Mark	Registration No.	Owner
THE ART OF FRESHNESS	2200982	Tiffany Gate Foods Inc.