

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521840

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Country Fresh, LLC		04/29/2019	Limited Liability Company: DELAWARE
Champlain Valley Specialty of New York Inc.		04/29/2019	Corporation: NEW YORK
Sun Rich Fresh Foods (USA) Inc.		04/29/2019	Corporation: CALIFORNIA

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: 7

Property Type	Number	Word Mark
Registration Number:	4515474	EARTH CRUNCH
Registration Number:	3854563	FRESH COUNTS
Registration Number:	4872704	SNACK FRESH
Registration Number:	3895453	SNACK SENSATIONS
Registration Number:	3200633	
Registration Number:	5327261	GRAB APPLES
Registration Number:	2182721	SUN RICH

CORRESPONDENCE DATA

Fax Number:

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.

Email: mseiss@paulweiss.com, cadinolfi@paulweiss.com,
lfranco@paulweiss.com

Correspondent Name: Marisa Seiss

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

TRADEMARK

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

Total Attachments: 5

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Trademark Security Agreement

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 29, 2019 (this “Security Agreement”), is made by Country Fresh, LLC, a Delaware limited liability company, Champlain Valley Specialty of New York Inc., a New York corporation and Sun Rich Fresh Foods (USA) Inc., a California corporation (each, a “Grantor” and collectively, the “Grantors”), 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 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 the Canadian Borrower (as defined in the Credit Agreement), have entered into that certain Credit Agreement (First Lien) dated as of April 29, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “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 Credit Agreement, Holdings, U.S. Borrower and the other Grantors party thereto have entered into that certain U.S. Guaranty and Security Agreement (First Lien) dated as of April 29, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the 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 Credit Agreement, each Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the 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 the 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. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the 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 interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

SECTION 4. Termination. This Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released in accordance with Section 10.16 of the 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 Lien 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. Governing Law. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. THE TERMS AND CONDITIONS OF SECTIONS 10.5 AND 10.6 OF THE CREDIT AGREEMENT WITH RESPECT TO GOVERNING LAW, SUBMISSION OF JURISDICTION AND VENUE ARE INCORPORATED HEREIN BY REFERENCE, *MUTATIS MUTANDIS*, AND THE PARTIES HERETO AGREE TO SUCH TERMS.

SECTION 7. 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 8. Loan Document. For avoidance of doubt, each Grantor and the Administrative Agent hereby acknowledge and agree that this Security Agreement is a Loan Document.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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.

COUNTRY FRESH LLC

By: 

Name: William Andersen

Title: Chief Executive Officer

CHAMPLAIN VALLEY SPECIALTY OF NEW YORK INC.

By: 

Name: William Andersen

Title: Chief Executive Officer

SUN RICH FRESH FOODS (USA) INC.

By: 

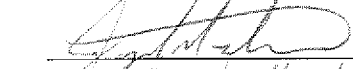
Name: William Andersen

Title: Chief Executive Officer

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

CORTLAND CAPITAL MARKET SERVICES LLC

By: 
Name: Joseph Maschren
Title: Associate Counsel

SCHEDULE I

Trademarks and Trademark Licenses

I. REGISTERED TRADEMARKS

Grantor	Mark	Grantor's %	U.S. Patent and Trademark Office Registration Number
Country Fresh, LLC	Earth Crunch	100%	4515474
Country Fresh, LLC	Fresh Counts	100%	3854563
Country Fresh, LLC	Snack Fresh	100%	4872704
Country Fresh, LLC	Snack Sensations	100%	3895453
Champlain Valley Specialty of New York Inc.	Grab Apples Design	100%	3200633
Champlain Valley Specialty of New York Inc.	Grab Apples	100%	5327261
Sun Rich Fresh Foods (USA) Inc.	SUN RICH	100%	2182721

II. TRADEMARK APPLICATIONS

None.

III. TRADEMARK LICENSES

None.