

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM524741

<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>
COASTAL SUNBELT PRODUCE, LLC		05/20/2019	Limited Liability Company: MARYLAND
COASTAL SUNBELT, LLC		05/20/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO HARRIS BANK, N.A., AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4551334	HEARN KIRKWOOD	
<b>Registration Number:</b>	4547664	HEARN KIRKWOOD	
<b>Registration Number:</b>	3380046	PRIME CUTS	
<b>Registration Number:</b>	5296302	EVIE'S	
<b>Registration Number:</b>	5296312	EVIE'S	
<b>Registration Number:</b>	5194565	THE COASTAL COMPANIES	
<b>Registration Number:</b>	5020510	HOMEGROWN HUB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637806		
<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>	3128637198		
<b>Email:</b>	nancy.brougher@goldbergkohn.com		
<b>Correspondent Name:</b>	Nancy Brougher, Paralegal		
<b>Address Line 1:</b>	Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 East Monroe, Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		

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<b>ATTORNEY DOCKET NUMBER:</b>	3630.193
<b>NAME OF SUBMITTER:</b>	Nancy Brougher
<b>SIGNATURE:</b>	/njb/
<b>DATE SIGNED:</b>	05/23/2019
<b>Total Attachments: 4</b> source=Trademark Security Agreement Coastal#page1.tif source=Trademark Security Agreement Coastal#page2.tif source=Trademark Security Agreement Coastal#page3.tif source=Trademark Security Agreement Coastal#page4.tif	

## GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of May 20, 2019, by the undersigned (each a "Grantor" and, collectively, "Grantors"), in favor of BMO HARRIS BANK, N.A., in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, "Grantee"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

WHEREAS, each Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, each Grantor has entered into a Pledge and Security Agreement, dated May 29, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement). Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the U.S. Patent and Trademark Office.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

Each Grantor hereby authorizes Grantee to modify this Trademark Security Agreement by amending Schedule A to include any future United States Trademarks of such Grantor that would otherwise constitute Collateral under this Agreement. Notwithstanding the

foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from Grantee's continuing security interest in all Collateral, whether or not listed on Schedule A.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

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

COASTAL SUNBELT PRODUCE, LLC

By: Robert Lahmann  
Name: Robert Lahmann  
Title: Chief Financial Officer

COASTAL SUNBELT, LLC

By: Robert Lahmann  
Name: Robert Lahmann  
Title: Chief Financial Officer

**SCHEDULE A TO GRANT OF A SECURITY INTEREST**

**Trademark Registrations and Applications**

**Trademark Registrations**

Country	Trademark	Registration No.	Registered	Grantor
U.S.	HEARN KIRKWOOD & Design 	4,551,334	6/17/2014	Coastal Sunbelt Produce, LLC
U.S.	HEARN KIRKWOOD (Word Mark)	4,547,664	6/10/2014	Coastal Sunbelt Produce, LLC
U.S.	PRIME CUTS (Word Mark)	3,380,046	2/12/2008	Coastal Sunbelt Produce, LLC
U.S.	EVIE'S (Word Mark)	5,296,302	9/26/2017	Coastal Sunbelt Produce, LLC
U.S.	EVIE'S (Stylized Mark) 	5,296,312	9/26/2017	Coastal Sunbelt Produce, LLC
U.S.	THE COASTAL COMPANIES 	5,194,565	5/2/2017	Coastal Sunbelt, LLC
U.S.	HOMEGROWN HUB	5,020,510	8/16/2016	Coastal Sunbelt Produce, LLC

**Trademark Applications**

None.