

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524820

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arcobasso Foods, Inc.		05/23/2019	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Administrative Agent		
Street Address:	303 Peachtree Street, NE		
Internal Address:	25th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Banking Corporation: GEORGIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4523014	RUSTUP	
Registration Number:	3340888	SUN ZEN	
Registration Number:	2105529	MAJOR PETERS'	
Registration Number:	1314906	JERO	
Registration Number:	4716136	THE LAZY MAN'S SAUCE	
CORRESPONDENCE DATA			
Fax Number:	4045818330		
<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>			
Phone:	404-581-8275		
Email:	srbrown@jonesday.com		
Correspondent Name:	Sidney R. Brown, Jones Day		
Address Line 1:	1420 Peachtree Street, NE		
Address Line 2:	Suite 800		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Sidney R. Brown		
SIGNATURE:	/Sidney R. Brown/		
DATE SIGNED:	05/23/2019		

OP \$140.00 4523014

Total Attachments: 6

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 23, 2019 (this "Security Agreement"), is made by ARCOBASSO FOODS, INC., a Missouri corporation, (the "Grantor"), in favor of SUNTRUST BANK, 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, pursuant to the Credit Agreement, dated as of July 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among GFF Acquisition Corp., a Delaware corporation ("Initial Borrower" or "Holdings"), whose rights and obligations therein will be deemed to have been automatically assigned to and assumed by Golding Farms Foods, Inc., a North Carolina corporation ("GFF"), immediately following the GFF Acquisition, as the Borrower, the several banks and other financial institutions and lenders from time to time party thereto (collectively, the "Lenders") and the Administrative Agent, the Lenders have severally agreed to make Loans subject to the terms set forth therein;

WHEREAS, in connection with the Credit Agreement, GFF and Holdings, have entered into that certain Guaranty and Security Agreement dated as of July 31, 2017 (as amended, 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 the 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, the 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. The 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 the 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);
- (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.

As of the date of this Security Agreement, all of the Grantor's Trademark Collateral is set forth on Schedule I hereto.

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 the 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. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the 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; Venue; Waiver of Jury Trial. The terms 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.

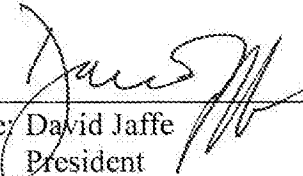
SECTION 7. Counterparts. This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Security Agreement by signing any such counterpart. Delivery of an executed counterpart 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, the 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, 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.

ARCOBASSO FOODS, INC.

By: 
Name: David Jaffe
Title: President

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

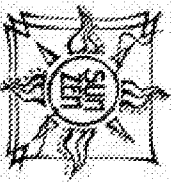
SUNTRUST BANK

By: 
Name: Vinay Desai
Title: Director

SCHEDULE I

Trademarks and Trademark Licenses

I. REGISTERED TRADEMARKS

Trademark	Filing Date	Registration Date	Application No.	Registration No.	Goods/Services
					
MAJOR PETERS'	11/13/1996	10/14/1997	75197283	2105529	Class 32: non-alcoholic cocktail mixes
JERO	05/02/1983	01/15/1985	73424161	1314906	Class 32: Non-Alcoholic Cocktail Mixes
THE LAZY MAN'S SAUCE	08/27/2014	04/07/2015	86378669	4716136	Class 30: Condiments, namely, ketchup, mustard, relish, and combinations thereof
RUSTUP	01/25/2013	04/29/2014	85832618	4523014	Class 30: Condiments, namely, ketchup, mustard, relish, and combinations thereof
	07/02/2004	11/20/2007	78445320	3340888	Class 30: Food seasonings; salt; seasoning blends; seasoning mixes; spices; spice blends; spice mixes

II. TRADEMARK APPLICATIONS

None.

III. TRADEMARK LICENSES

- I. License, Manufacture, Marketing and Distribution Agreement, dated as of May 7, 2009 by and between Panera, LLC and Arcobasso Foods, Inc., as amended by the First Amendment on February 8, 2010, the Second Amendment on April 7, 2011, the Third Amendment on January 28, 2015, the Fourth Amendment on December 1, 2011, the Fifth Amendment on July 26, 2017,

the Sixth Amendment on December 21, 2018 and the Seventh Amendment on March 5, 2019 – Panera provides Arcobasso Foods with a trademark for Arcobasso to create salad dressings that are sold in cities approved by Panera.

2. Trademark License Agreement, dated as of August 1, 2018, by and between Tapatio Foods, LLC and Arcobasso Foods, Inc., as amended on March 21, 2019 – Tapatio grants Arcobasso an exclusive license to use marks associated with Tapatio Hot Sauce to manufacture, sale and distribute co-branded beverage mixer.