

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526060

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CF Fresh, LLC		05/31/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	600 Penn Street		
Internal Address:	MAC Y1480-028		
City:	Reading		
State/Country:	PENNSYLVANIA		
Postal Code:	19603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88348923	COUNTRY FRESH MUSHROOMS	
Registration Number:	4230125	FRESH FROM OUR FARM TO YOUR FORK	
CORRESPONDENCE DATA			
Fax Number:	2159882757		
<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:	karen.spina@dbr.com		
Correspondent Name:	Jill E. Bronson		
Address Line 1:	One Logan Square		
Address Line 2:	Drinker Biddle & Reath LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6996		
NAME OF SUBMITTER:	Karen M. Spina		
SIGNATURE:	/Karen M. Spina/		
DATE SIGNED:	06/03/2019		
Total Attachments: 4			
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OP \$65.00 88348923

UNITED STATES TRADEMARK SECURITY AGREEMENT

This UNITED STATES TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) dated as of May 31, 2019, is made by and between WELLS FARGO BANK, NATIONAL ASSOCIATION for itself and on behalf of other holders of Secured Obligations as defined in the Credit Agreement referred to below (in such capacity, together with its successors and assigns, the “**Lender**”) and CF Fresh, LLC, a Delaware limited liability company (“**Grantor**”).

WHEREAS, this Agreement will be filed with the United States Patent and Trademark Office to among other things indicate that Lender is collateral assignee with respect to the Marks (as defined herein) listed on Schedule A hereto;

WHEREAS, Grantor is the owner of certain trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, designs, domain names and other source or business identifiers now existing and hereafter adopted or acquired, including, without limitation, those listed on Schedule A hereto listed with their name, together with pending applications and/or registrations therefor, all registrations and recordings thereof, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, or otherwise, all rights to obtain any reissues, renewals or extensions of the foregoing, all common law rights related thereto, the goodwill associated therewith, all licenses for any of the foregoing, and all causes of action arising prior to or after the date hereof for infringement, dilution, misappropriation, violation and unfair competition of or regarding the same, (collectively, the “**Marks**”); and

WHEREAS, Grantor and Lender are parties to that certain Credit Agreement, dated as of August 28, 2017 (as the same has been amended, modified and supplemented through the date hereof and as the same may be further amended, restated, modified, supplemented and/or replaced from time to time, the “**Credit Agreement**”), pursuant to which the Lender may make certain loans and other extensions of credit to Borrower (and other related entities) on the terms and conditions described therein; and

WHEREAS, one of the conditions to the extension of credit under the Credit Agreement is that payment shall be secured by, among other things, a security interest in favor of the Lender in the Marks.

NOW, THEREFORE, for good and valuable consideration, Grantor hereby pledges and grants (and confirms and ratifies all other pledges and grants heretofore made) to Lender a security interest and lien in and to the Marks (to the extent applicable to Grantor, and excluding any application for registration of any of the Marks filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such application would materially adversely affect the validity or enforceability of the Mark, the corresponding application, or the resulting registration of the Mark or result in cancellation of such application or registration). The parties acknowledge and agree that the terms of such grant are more fully set forth in other loan documents entered into in connection with the Credit Agreement, and the grant referred to in this Agreement does not restrict those provisions in any way.

Executed as of the date first above written.

GRANTOR:

CF FRESH, LLC,
a Delaware limited liability company

By: _____
Name: Michael F. Reittig
Title: Secretary

[Grantor's Signature page of U.S. Trademark Security Agreement]

LENDER:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 
Name: Ryan T. McAndrew
Title: Vice President

[Lender's Signature page of U.S. Trademark Security Agreement]

TRADEMARK
REEL: 006659 FRAME: 0994

SCHEDULE A

To U.S. Trademark Security Agreement

List of Trademark Applications and Registrations

Mark	Application Number	Filing Date	Registration Number	Registration Date	Current Owner	Status
Fresh from our farm to your fork		March 21, 2012	4230125	October 23, 2012	Country Fresh Mushroom Co.	Live

List of Trademarks

Country Fresh Mushroom Co. word mark

Country Fresh Mushroom Co. logos



Domain Names

cfmushroom.com