

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538507

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wholesale Produce Supply, LLC		08/28/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Maranon Capital, L.P., as Administrative Agent		
Street Address:	303 West Madison Street, Suite 2500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4037770	HARVEST CRISP	
Registration Number:	1642965	HULL'S	
Registration Number:	5282115	NORA AND ASHLEY'S	
Registration Number:	5120667	MINNESWEETS - SWEET MINI PEPPERS	
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>		
Phone:	3125778467		
Email:	rebecca.paul@katten.com		
Correspondent Name:	Rebecca A. Paul c/o Katten		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Rebecca A. Paul		
SIGNATURE:	/Rebecca A. Paul/		
DATE SIGNED:	08/28/2019		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 28, 2019, is made by WHOLESAL PRODUCE SUPPLY, LLC, a Delaware limited liability company (“Grantor”), in favor of Maranon Capital, L.P. (“Maranon”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the Issuing Banks (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 28, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Borrowers, Holdings, the other Loan Parties, the Lenders and the Issuing Banks from time to time party thereto and Maranon, as Agent for the Lenders and the Issuing Banks, the Lenders and the Issuing Banks have severally agreed to make extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than Borrowers) has agreed, pursuant to a Security Agreement dated as of August 28, 2019 in favor of the Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of Borrowers; and

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuing Banks and the Agent to enter into the Credit Agreement and to induce the Lenders and the Issuing Banks to make their respective extensions of credit to Borrowers thereunder, Grantor hereby agrees with the Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Grant of Security Interest Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”), but excluding, in any event, any Excluded Property (as defined in the Security Agreement)):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 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.

Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Counterparts. 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

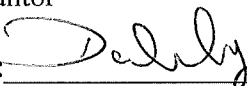
INTENT-TO-USE TRADEMARKS. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under federal law, the Trademark Collateral shall not include any applications filed in the U.S. Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks unless and until the filings of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, 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.

Very truly yours,

WHOLESALE PRODUCE SUPPLY, LLC,
a Delaware limited liability company, as
Grantor

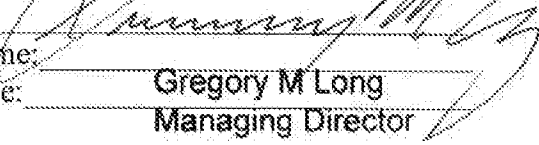
By: 

Name: Darren L. Acheson

Title: Chairman of the Board

ACCEPTED AND AGREED
as of the date first above written:

MARANON CAPITAL, L.P., as Agent

By: 
Name: _____
Title: Gregory M Long
 Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Registered Trademarks - ®	Registration No.	Registered Date	Company Name
HARVEST CRISP	4,037,770	October 11, 2011	Wholesale Produce Supply, LLC
HULL'S	1,642,965	April 30, 1991	Wholesale Produce Supply, LLC
NORA AND ASHLEY'S	5,282,115	September 5, 2017	Wholesale Produce Supply, LLC
MINNESWEETS – SWEET MINI PEPPERS	5,120,667	January 10, 2017	Wholesale Produce Supply, LLC

TRADEMARK APPLICATIONS

None.