

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540954

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wawona Packing CO. LLC		09/13/2019	Limited Liability Company: CALIFORNIA
Gerawan Farming LLC		09/13/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada		
Street Address:	20 King Street West		
Internal Address:	4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4917390	SWEET 2 EAT	
Registration Number:	2761176	FLARE	
Registration Number:	2743512	SUMMER FLAME	
Registration Number:	2743511	SPRING FLAME	
Registration Number:	2778281	FLAME PEACH	
Registration Number:	1441378	PRIMA	
Registration Number:	3592505	PRIMA	
Registration Number:	3866359	PRIMA	
Registration Number:	1585993	PRIMA SWEET PERSONALLY SELECTED	
Registration Number:	3833518	PRIMAREADY READY TO EAT	
Registration Number:	3089809	PRIMATRAK	
Registration Number:	3089808	PRIMATRAK	
Registration Number:	3789495	PRIMA	
Registration Number:	3789494	PRIMA	
Registration Number:	3871978	PRIMA SWEET	
Registration Number:	3777055	DULCE VALOR SWEET CALIFORNIA TABLE GRAPE	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3786876	SWEET VALUE
Registration Number:	3715217	MARKS & BRAND

CORRESPONDENCE DATA

Fax Number: 6785532602
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.
Phone: 6785532601
Email: jimmarl@gtlaw.com
Correspondent Name: LaShana C. Jimmar, Paralegal
Address Line 1: Greenberg Traurig, LLP
Address Line 2: 3333 Piedmont Road, NE, Suite 2500
Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER:	123235.018700
NAME OF SUBMITTER:	LaShana C. Jimmar
SIGNATURE:	/LaShana C. Jimmar/
DATE SIGNED:	09/16/2019

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") dated as of September 13, 2019, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually "*Grantor*"), and ROYAL BANK OF CANADA, in its capacity as administrative agent (together with its permitted successors and assigns, "*Administrative Agent*") for the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of September 13, 2019 (as amended, restated, supplemented, extended or otherwise modified from time to time, the "*Credit Agreement*") by and among MVK Intermediate Holdings LLC, a Delaware limited liability company ("*GroupCo*"), Wawona Packing Co. LLC., a California limited liability company ("*Wawona*"; together with GroupCo and each Restricted Subsidiary of GroupCo from time to time party thereto designated by GroupCo as an additional Borrower pursuant to Section 10.22 of the Credit Agreement, each, individually, a "*Borrower*", and collectively, "*Borrowers*"), the various financial institutions party thereto as a lender (each a "*Lender*", and collectively, the "*Lenders*"), and Administrative Agent, Lenders are willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to Borrowers and the other Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of September 13, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants, collaterally assigns, and pledges to Administrative Agent, for the ratable benefit of the Secured Parties, a Security Interest in all of such Grantor's right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "*Trademark Collateral*"):

(a) all of such Grantor's Trademarks, including those referred to on Schedule I hereto;

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks ownership of any new U.S. applications for registration of and registered trademarks (other than any intent-to-use trademark application constituting Excluded Property) included in the Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent within such time limit set forth in the Security Agreement with respect to any such new trademarks for which such Grantor files an application for registration with the U.S. Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any new trademark rights registered or applied for trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark

Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. SUCCESSORS AND ASSIGNS. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. GOVERNING LAW. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

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

GRANTORS:

WAWONA PACKING CO. LLC

By:



Name: Edward Haft

Title: Interim CEO

GERAWAN FARMING LLC

By:

Name:

Title:

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

GRANTORS:

WAWONA PACKING CO. LLC

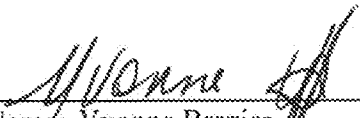
By: _____
Name:
Title:

GERAWAN FARMING LLC

By:  _____
Name: Daniel J. Gerawan
Title: Chief Executive Officer

**ACKNOWLEDGED AND
AGREED:**

ROYAL BANK OF CANADA, as Administrative
Agent

By: 
Name: Yvonne Brazier
Title: Manager, Agency Services


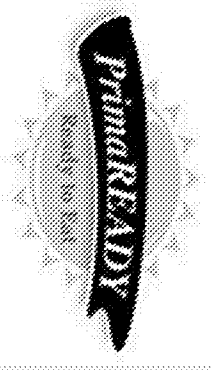

SCHEDULE I


to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor	Mark	Status	App. No.	Filing date	Reg. No.	Reg. date	Class	Goods
Wawona Packing Co. LLC	SWEET 2 EAT (typeset word)	Registered	86503 771	1/14/2015	4917390	3/15/2016	31	Fresh fruit
Wawona Packing Co. LLC	FLARE (typeset word)	Registered	76/418 .272	6/10/2002	2,761,176	9/9/2003	31	Live nectarine trees and fresh nectarines
Wawona Packing Co. LLC	SUMMER FLAME (typeset word)	Registered	76/240 ,642	4/12/2001	2,743,512	7/29/2003	31	Fresh peaches, and live trees in bulk quantities for use by the commercial nursery industry
Wawona Packing Co. LLC	SPRING FLAME (typeset word)	Registered	76/240 ,641	4/12/2001	2,743,511	7/29/2003	31	Fresh peaches, and live trees in bulk quantities for use by the commercial nursery industry
Wawona Packing Co. LLC	FLAME PEACH (typeset word)	Registered	76/240 ,640	4/12/2001	2,778,281	10/28/2003	31	Fresh peaches, and live trees in bulk quantities for use by the commercial nursery industry
Gerawan Farming LLC	PRIMA	Registered	73/52 9,719	4/1/1985	1,441,378	6/2/87	31	Fresh fruit, namely, table grapes, peaches, plums, nectarines, and apricots

Grantor	Mark	Status	App. No.	Filing date	Reg. No.	Reg. date	Class	Goods
Gerawan Farming LLC	PRIMA (U.S. Customs and Border Protection, Intellectual Property Rights)	Registered	CBP Record ation No.: TMK 10- 00399				31	
Gerawan Farming LLC		Registered	77/73 9,412	11/28/2007	3,592,505	3/17/09	31	Fresh fruits
Gerawan Farming LLC	PRIMA	Registered	77/73 5,511	5/12/2009	3,866,359	10/26/10	31	Fresh fruits
Gerawan Farming LLC	PRIMA SWEET PERSONALLY SELECTED	Registered	73/75 7,333	10/14/1988	1,585,993	3/6/90	31	Fresh grapes, peaches, nectarines, plums and apricots
Gerawan Farming LLC		Registered	77/73 5,744	5/13/2009	3,833,518	8/17/10	31	Fresh fruits
Gerawan Farming LLC		Registered	78/59 3,886	3/23/2005	3,089,809	5/9/06	35	Computer services, namely providing an online interactive database for the planning and scheduling of shipments of commodities and

Grantor	Mark	Status	App. No.	Filing date	Reg. No.	Reg. date	Class	Goods
Getawan Farming LLC		Registered	78/59 3,884	3/23/2005	3,089,808	5/9/06	35	<p>for the reporting of sales and accounting therefor; information on a variety of topics relevant to the planning and scheduling of shipments of commodities, namely economic and commodities production forecasts and market research</p> <p>Computer services, namely providing an online interactive database for the planning and scheduling of shipments of commodities and for the reporting of sales and accounting therefor; information on a variety of topics relevant to the planning and scheduling of shipments of commodities, namely economic and commodities production</p>

Grantor	Mark	Status	App. No.	Filing date	Reg. No.	Reg. date	Class	Goods
Gerawan Farming LLC		Registered	77/72 5,531	4/29/2009	3,789,495	5/18/10	20	Non-metal pallets
Gerawan Farming LLC		Registered	77/72 5,393	4/29/2009	3,789,494	5/18/10	20	Non-metal pallets
Gerawan Farming LLC		Registered	77/73 5,515	5/12/2009	3,871,978	11/9/10	31	Fresh fruits
Gerawan Farming LLC		Registered	77/73 5,518	5/12/2009	3,777,055	4/20/10	31	Fresh fruits
Gerawan Farming LLC		Registered	77/72 1,861	4/24/2009	3,786,876	5/11/10	31	Fresh fruits
Gerawan Farming LLC		Registered	77/73 5,519	5/12/2009	3,715,217	11/24/09	31	Fresh fruits

TRADEMARK

REEL: 006745 FRAME: 0877

RECORDED: 09/16/2019