

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM551788

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TROPICALE FOODS, LLC	FORMERLY Tropicale Foods, Inc.	12/03/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CANTOR FITZGERALD SECURITIES		
Street Address:	110 EAST 59TH STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	General Partnership: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4415371	CHOCOLATITO	
Registration Number:	2958976	HELADOS MEXICO	
Registration Number:	3394830	MEXICO HELADOS PALETAS	
Registration Number:	3418245	MEXICO HELADOS PALETAS	
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:	202.370.4750		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1159284		
NAME OF SUBMITTER:	JOLENE BEATY		
SIGNATURE:	/JOLENE BEATY/		
DATE SIGNED:	12/04/2019		
Total Attachments: 6			

OP \$115.00 4415371

source=Tropicale - 2L Trademark Security Agreement (Execution Version)_USE_Active01_304110109_1#page1.tif
source=Tropicale - 2L Trademark Security Agreement (Execution Version)_USE_Active01_304110109_1#page2.tif
source=Tropicale - 2L Trademark Security Agreement (Execution Version)_USE_Active01_304110109_1#page3.tif
source=Tropicale - 2L Trademark Security Agreement (Execution Version)_USE_Active01_304110109_1#page4.tif
source=Tropicale - 2L Trademark Security Agreement (Execution Version)_USE_Active01_304110109_1#page5.tif
source=Tropicale - 2L Trademark Security Agreement (Execution Version)_USE_Active01_304110109_1#page6.tif

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN COLLATERAL AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, THE TERMS OF THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF DECEMBER 3, 2019 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG ANTARES CAPITAL LP, AS THE FIRST LIEN AGENT, AND CANTOR FITZGERALD SECURITIES, AS SECOND LIEN COLLATERAL AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 3, 2019, is made by TROPICALE FOODS, LLC (the "Grantor"), in favor of CANTOR FITZGERALD SECURITIES, as collateral agent (in such capacity, together with its successors and permitted assigns, "Collateral Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of December 3, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among WPP TROPICALE, LLC, a Delaware limited liability company, the other Borrowers, the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and CANTOR FITZGERALD SECURITIES, as Collateral Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement dated as of December 3, 2019 in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guaranty the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Collateral Agent 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 stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby grants to the Collateral 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 the Grantor (the "Trademark Collateral"):

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

Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include any Excluded Property and no security interest is granted in any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, as determined in the Grantor's reasonable business judgment, in connection with their Trademarks subject to a security interest hereunder.

Section 5. 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.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

Section 7. Capacity of Agent. Cantor Fitzgerald Securities is acting under this Trademark Security Agreement solely in its capacity as Collateral Agent under the Guaranty and Security Agreement and not in its individual capacity. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges and immunities granted to it under the Guaranty and Security Agreement, as if such rights, privileges and immunities were set forth herein.

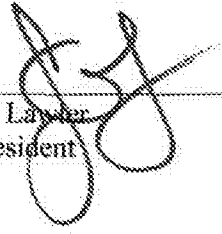
Section 8. Second Lien Intercreditor Agreement. Anything herein to the contrary notwithstanding, the liens and security interests securing the obligations evidenced by this agreement and the exercise of any right or remedy with respect thereto, and certain rights of the Credit Parties, are subject to the provisions of the Second Lien Intercreditor Agreement and in the event of any conflict between the

terms of the Second Lien Intercreditor Agreement and this agreement with respect to such liens, security interests, rights or remedies, the terms of the Second Lien Intercreditor Agreement shall govern and control.

[SIGNATURE PAGES FOLLOW]

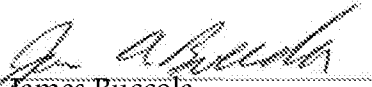
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

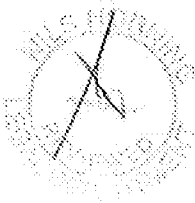
TROPICALE FOODS, LLC, as Grantor

By: 
Name: Joseph L. Lyster
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

CANTOR FITZGERALD SECURITIES, as Collateral Agent

By: 
Name: James Buccola
Its: *HEAD OF FIXED INCOME*



[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

(Supple)

SCHEDULE I
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
CHOCOLATITO	United States	85480440	November 23, 2011	4415371	October 8, 2013	Tropicale Foods, LLC
HELADOS MEXICO	United States	76432680	July 22, 2002	2958976	June 7, 2005	Tropicale Foods, LLC
MEXICO HELADOS PALETAS and Design 	United States	7867083	May 25, 2005	3394830	March 11, 2008	Tropicale Foods, LLC
MEXICO HELADOS PALETAS and Design 	United States	78637063	May 25, 2005	3418245	April 29, 2008	Tropicale Foods, LLC
HELADOS MEXICO	United States (California)	64800135	Not available.	CA108769	January 8, 2003	Tropicale Foods, LLC