

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM554737

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Country Pure Foods, Inc.		12/24/2019	Corporation: DELAWARE
Country Pure Foods, LLC		12/24/2019	Limited Liability Company: DELAWARE
Natural Country Farms, Inc.		12/24/2019	Corporation: DELAWARE
Ardmore Farms, LLC		12/24/2019	Limited Liability Company: PENNSYLVANIA
Ohio Pure Foods, Inc.		12/24/2019	Corporation: OHIO
Silver Springs Citrus, LLC		12/24/2019	Limited Liability Company: FLORIDA
Cal-Tex Citrus Juice, LP		12/24/2019	Limited Partnership: TEXAS

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Agent
Street Address:	10 S. Wacker Drive, 26th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	5460283	SMOOTH-FROZEN SIDEKICKS
Registration Number:	5460025	SMOOTH-FROZEN SIDEKICKS
Registration Number:	5398020	BUY AM SELECT
Registration Number:	4235480	SMOOTH-FROZEN
Registration Number:	4025236	RIDGEFIELD'S SIDEKICKS
Registration Number:	4339646	BEACH BREWED
Registration Number:	4509080	V BLEND
Registration Number:	4006835	TROPICAL SELECT
Registration Number:	4851467	TROPICAL SELECT NATURALS
Registration Number:	3975449	JUICE4U
Registration Number:	3736278	COUNTRY PURE FOODS

OP \$665.00 5460283

Property Type	Number	Word Mark
Registration Number:	2634584	COUNTRY PURE FOODS
Registration Number:	1915285	SELECT GROVE
Registration Number:	3873299	SUNSHINE GROVE
Registration Number:	1472565	GLACIER VALLEY
Registration Number:	1440124	NATURAL COUNTRY
Registration Number:	4025242	RIDGEFIELD'S
Registration Number:	3990131	RIDGEFIELD'S
Registration Number:	4584716	FRUIT SPLITS
Registration Number:	3176767	ARDMORE FARMS
Registration Number:	1285490	ARDMORE FARMS
Registration Number:	2498869	VITA-MOST
Registration Number:	1043700	CITRUS PRIDE
Registration Number:	1283565	CITRUS PRIDE
Registration Number:	1277303	VITA-FRESH
Registration Number:	0900899	VITA-FRESH

CORRESPONDENCE DATA

Fax Number: 3128637865

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: 3122013865

Email: sharon.patterson@goldbergkohn.com

Correspondent Name: Sharon Patterson, Paralegal

Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.

Address Line 2: Ste 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.678
NAME OF SUBMITTER:	Sharon Patterson
SIGNATURE:	/sharon patterson/
DATE SIGNED:	12/24/2019

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 24th day of December, 2019, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among **BPCP CPF HOLDINGS INC.**, a Delaware corporation ("Parent"), **COUNTRY PURE FOODS, INC.**, a Delaware corporation ("Country Pure"), the Subsidiaries of Country Pure identified on the signature pages thereof as "Borrowers", and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), and Wells Fargo, as lead arranger, book runner, and, as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent"), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of December 24, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be

subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of 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 Agent, the other members of the Lender Group, the Bank Product Providers 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 Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors'

obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. 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 Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

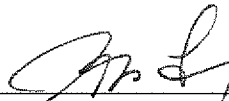
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[signature page follows]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

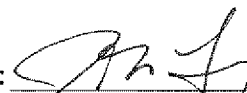
COUNTRY PURE FOODS, INC.

By: 
Name: John LeMay
Title: Vice President and Treasurer

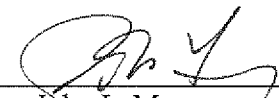
COUNTRY PURE FOODS, LLC

By: 
Name: John LeMay
Title: Vice President

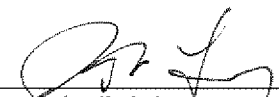
NATURAL COUNTRY FARMS, INC.

By: 
Name: John LeMay
Title: Vice President

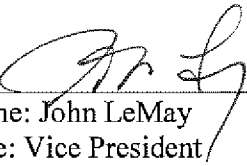
ARDMORE FARMS, LLC

By: 
Name: John LeMay
Title: Vice President

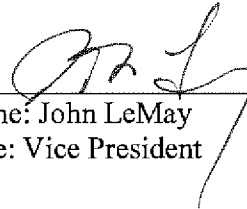
OHIO PURE FOODS, INC.

By: 
Name: John LeMay
Title: Vice President

SILVER SPRINGS CITRUS, LLC


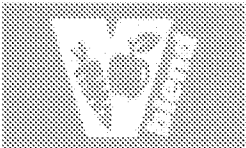
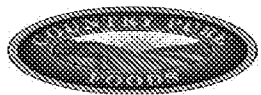
By:  _____
Name: John LeMay
Title: Vice President

CAL-TEX CITRUS JUICE, LP

By:  _____
Name: John LeMay
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
			Intent-to-Use	
			Intent-to-Use	
Country Pure Foods, Inc., a Delaware corporation	US		5,460,283	May 1, 2018
Country Pure Foods, Inc., a Delaware corporation	US	SMOOTH-FROZEN SIDEKICKS	5,460,025	May 1, 2018
Country Pure Foods, Inc., a Delaware corporation	US		5,398,020	Feb. 6, 2018
Country Pure Foods, Inc., a Delaware corporation	US	SMOOTH-FROZEN	4,235,480	Oct. 30, 2012
Country Pure Foods, Inc., a Delaware corporation	US	RIDGEFIELD'S SIDEKICKS	4,025,236	Sep. 13, 2011
Country Pure Foods, LLC, a Delaware LLC	US	BEACH BREWED	4,339,646	May 21, 2013
Country Pure Foods, LLC, a Delaware LLC	US		4,509,080	Apr. 8, 2014
Country Pure Foods, LLC, a Delaware LLC	US	TROPICAL SELECT	4,006,835	Aug. 2, 2011
Country Pure Foods, LLC, a Delaware LLC	US	TROPICAL SELECT NATURALS	4,851,467	Nov. 10, 2015
Country Pure Foods, LLC, a Delaware LLC	US	JUICE 4U!	3,975,449	Jun. 7, 2011
Country Pure Foods, LLC, a Delaware LLC	US		3,736,278	Jan. 12, 2010

Country Pure Foods, LLC, a Delaware LLC	US	COUNTRY PURE FOODS	2,634,584	Oct. 15, 2002
Country Pure Foods, LLC, a Delaware LLC	US	SELECT GROVE	1,915,285	Aug. 29, 1995
			Intent-to-Use	
			Intent-to-Use	
Silver Springs Citrus, Inc., a Florida corporation	US	SUNSHINE GROVE	3,873,299	Nov. 9, 2010
Natural Country Farms, Inc., a Delaware corporation	US		1,472,565	Jan. 12, 1988
Natural Country Farms, Inc., a Delaware corporation	US	NATURAL COUNTRY	1,440,124	May 19, 1987
Ohio Pure Foods, Inc., an Ohio corporation	US	RIDGEFIELD'S	4,025,242	Sep. 13, 2011
Ohio Pure Foods, Inc., an Ohio corporation	US		3,990,131	Jul. 5, 2011
Ohio Pure Foods, Inc., an Ohio corporation	US	FRUIT SPLITS	4,584,716	Aug. 12, 2014
Ardmore Farms, LLC., a Pennsylvania limited liability company	US		3,176,767	Nov. 28, 2006
Ardmore Farms, LLC, a Pennsylvania limited liability company	US	ARDMORE FARMS	1,285,490	Jul. 10, 1984
Cal-Tex Citrus Juice LP, a Texas limited partnership	US	VITA-MOST	2,498,869	Oct. 16, 2001
Cal-Tex Citrus Juice LP, a Texas limited partnership	US	CITRUS PRIDE	1,043,700	Jul. 13, 1976
Cal-Tex Citrus Juice LP, a Texas limited partnership	US		1,283,565	Jun. 26, 1984
Cal-Tex Citrus Juice LP, a Texas limited partnership	US	VITA-FRESH	1,277,303	May 8, 1984
Cal-Tex Citrus Juice LP, a Texas limited partnership	US	VITA-FRESH	900,899	Oct. 13, 1970