

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557188

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jasper Wyman & Son		01/10/2020	Corporation: MAINE
RECEIVING PARTY DATA			
Name:	TD Bank, N.A.		
Street Address:	P.O. Box 9540		
City:	Portland		
State/Country:	MAINE		
Postal Code:	04112-9540		
Entity Type:	National Banking Association: MAINE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	88409965	WYMAN'S JUST FRUIT	
Serial Number:	88407227	WYMAN'S JUST FRUIT	
Serial Number:	88682066	WYMAN'S	
Serial Number:	77730545	WYMAN'S OF MAINE	
Serial Number:	76062619	WYMAN'S	
Serial Number:	75237347	WYMAN'S	
CORRESPONDENCE DATA			
Fax Number:	2077757935		
<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:	207-518-5913		
Email:	cmccormack@jbggh.com		
Correspondent Name:	J. Casey McCormack, Esquire		
Address Line 1:	P.O. Box 4510		
Address Line 2:	Ten Free Street		
Address Line 4:	Portland, MAINE 04112		
NAME OF SUBMITTER:	J. Casey McCormack, Esquire		
SIGNATURE:	/J. Casey McCormack/		
DATE SIGNED:	01/13/2020		

OP \$165.00 88409965

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated January 10, 2020, is made by and between **Jasper Wyman & Son**, a Maine corporation (the "Grantor") and **TD Bank, N.A.**, a national banking association, for itself and as agent for any Affiliate Counterparty to or otherwise holding any Obligation of Borrower (the "Lender"), as the terms "Affiliate Counterparty," "Obligation," and "Borrower" are defined in that certain Amended and Restated Fixed Asset Revolving Loan Agreement by and among Grantor, Jasper Wyman & Son Canada Inc. ("Jasper Canada") and Lender dated on or about the date hereof (the "Fixed Asset Loan Agreement").

WHEREAS, Grantor, Jasper Canada, J/W Land LLC and Lender have entered into the Loan Documents as such term is defined in the Fixed Asset Loan Agreement.

WHEREAS, as a condition precedent to the making of the loans described in the definition of Obligations in said Fixed Asset Loan Agreement, Grantor has executed and delivered to the Lender that certain Security Agreement dated on or about the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in all assets of the Grantor (except as provided in Section A(b) below), including, without limitation, all intellectual property of the Grantor (except as provided in Section A(b) below), and has agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

A. Grant of Security. Grantor hereby collaterally assigns and pledges to the Lender and Grantor hereby grants to the Lender a security interest in and to all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired by the Grantor (the "Collateral"):

a. all patents, including, without limitation, the patents and patent applications set forth in Schedule A hereto (the "Patent Collateral");

b. all trademarks, including, without limitation, the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest, pledge, or collateral assignment shall be granted in United States intent-to-use trademark applications prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein or the assignment thereof would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), together with the goodwill symbolized thereby (the "Trademark Collateral");

c. all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyright Collateral");

d. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

B. Security for Obligations. Subject and pursuant to the terms of the Security Agreement, the grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations (as defined in the Security Agreement), whether now or hereafter existing.

C. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

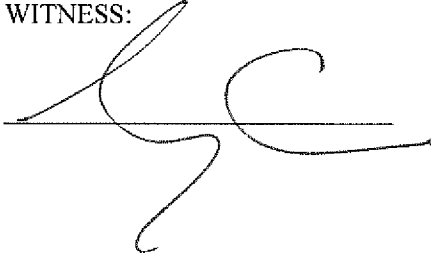
D. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of the Lender with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

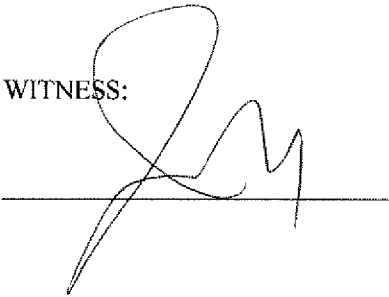
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor and the Lender have caused this IP Security Agreement to be duly executed and delivered as of the date first written above.

WITNESS:



WITNESS:



GRANTOR:

Jasper Wyman & Son, a Maine corporation

By: 

Name: ANTHONY STURMAN

Its: PRESIDENT

LENDER:

TD BANK, N.A.

By: 

Name: Jeffrey M. Parigburn

Its: Vice President, Senior Relationship Officer

TRADEMARK

REEL: 006836 FRAME: 0480



**Schedule A to the
IP Security Agreement**

PATENT COLLATERAL

None.

Schedule B to the
IP Security Agreement

TRADEMARK COLLATERAL

<u>Mark</u>	<u>Application Date</u>	<u>Serial No.</u>	<u>Reg. No.</u>
WYMAN'S JUST FRUIT	30-Apr-19	88/409,965	
WYMAN'S JUST FRUIT	29-Apr-19	88/407,227	
	6-Nov-19	88/682,066	
	6-May-09	77/730,545	3,846,118
WYMAN'S	5-Jun-00	76/062,619	2,750,809
WYMAN'S	6-Feb-97	75/237,347	2,134,316

**Schedule C to the
IP Security Agreement**

COPYRIGHT COLLATERAL

None.