

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564528

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PATENT AND TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APPEELING FRUIT HOLDINGS, LLC		02/28/2020	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as administrative agent		
Street Address:	115 S. LaSalle Street, 17W		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5894788	APPEELING FRUIT	
Registration Number:	4597007	APPEELINGFRUIT	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Rob Rogowski		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	Rob Rogowski - 20380.0094		
NAME OF SUBMITTER:	Rob Rogowski		
SIGNATURE:	/Rob Rogowski/		
DATE SIGNED:	02/28/2020		
Total Attachments: 6			
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PATENT AND TRADEMARK SECURITY AGREEMENT dated as of February 28, 2020 (this "Agreement"), among the signatories hereto (each, a "Patent/Trademark Grantor") and Bank of Montreal, as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of February 28, 2020, (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among PFI Lower Midco, LLC (the "Borrower"), PFI Upper Midco, LLC ("Holdings"), the Lenders from time to time party thereto and Bank of Montreal, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of February 28, 2020 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other Subsidiary Loan Parties from time to time party thereto and Bank of Montreal, as Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Patent/Trademark Grantor party hereto (other than the Borrower) is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Patent/Trademark Grantor pursuant to the Collateral Agreement did, and each Patent/Trademark Grantor hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Patent/Trademark Grantor or in, to or under which such Patent/Trademark Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

(a)(i) all letters patent of the United States of America, all registrations and recordings thereof, and all applications for letters patent of the United States of America, including registrations, recordings and pending applications in the United States Patent and Trademark Office, including those listed on Schedule I, and (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein; and

(b)(i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, and all extensions or renewals thereof, including those listed on Schedule II, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill; provided that the Patent and Trademark Collateral shall not include any Excluded Property.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Patent/Trademark Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. Incorporation By Reference. The provisions of Sections 7.02, 7.04, 7.05, 7.08 and 7.09 of the Collateral Agreement are hereby incorporated into this Supplement, mutatis mutandis, and each party hereto agrees to be bound thereby, as if fully set forth herein.

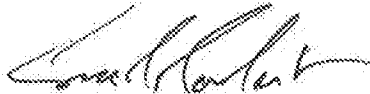
SECTION 6. Recordation. The parties hereto authorize and request that the Commissioner for Patents and the Commissioner for Trademarks, as applicable, of the United States Patent and Trademark Office and any other applicable Governmental Authority record this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

APPEELING FRUIT HOLDINGS, LLC

by



Name: Eric L. Lambert

Title: Chief Financial Officer

BANK OF MONTREAL, as Administrative Agent

by

Name:

Title:

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

APPEELING FRUIT HOLDINGS, LLC

by

Name: Eric L. Lambert
Title: Chief Financial Officer

BANK OF MONTREAL, as Administrative Agent

by



Name:
Title: Lindsay L. Goetz
Managing Director

[Signature Page to Patent and Trademark Security Agreement]

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SCHEDULE I

Patents Owned by Appeeling Fruit Holdings, LLC

U.S. Patent Registrations

None.

U.S. Patent Applications

None.

SCHEDULE II

Trademarks Owned by Appeeling Fruit Holdings, LLC

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Next Deadline</u>
APPEELING FRUIT APPEELING FRUIT	5894788	Affidavit of Use due 10/29/2025 Renewal due 10/29/2029
APPEELINGFRUIT APPEELINGFRUIT	4597007	Affidavit of Use due 9/2/2020 Renewal due 9/2/2024

U.S. Trademark Applications

None.