

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM577112

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Farmwise LLC		05/19/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC as Collateral Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	86038454	FARMWISE	
Serial Number:	85861762	VEGGIE FRIES	
Serial Number:	86131668	VEGGIE FRIES	
Serial Number:	86131666	VEGGIE FRIES	
Serial Number:	86131681	VEGGIE FRIES	
Serial Number:	86131665	VEGGIE FRIES	
Serial Number:	88000158	VEGGIE RINGS	
Serial Number:	88000184	VEGGIE RINGS	
Serial Number:	88652619	VEGGIE SKINS	
Serial Number:	86621552	VEGGIE TOTS	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	jessica.bajada-silva@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP,C/O J. Bajada-Silva		
Address Line 1:	885 Third Ave		
Address Line 4:	New York City, NEW YORK 10022		

OP \$265.00 86038454

ATTORNEY DOCKET NUMBER:	039269-0497
NAME OF SUBMITTER:	Jessica Bajada-Silva
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	05/19/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 19, 2020 (as it may be amended, restated, amended and restated supplemented or otherwise modified from time to time, this "Agreement"), is made by Farmwise LLC (the "Grantor") in favor of BARCLAYS BANK PLC, as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent").

WHEREAS, the Grantor is party to that certain Guarantee and Collateral Agreement, dated as of June 5, 2014 (as it may be amended, restated, amended and restated supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), by and among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. The Grantor hereby collaterally pledges, assigns and transfers to the Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the following property, in each case, wherever located and now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right title or interest (collectively, the "Trademark Collateral"): (i) all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, service marks, logos and other source or business identifiers and designs, whether or not registered, (ii) all registration and applications therefor, including those listed on Schedule A attached hereto, (iii) all extensions or renewals of any of the foregoing, (iv) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (v) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (vi) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vii) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, 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, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms 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 Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. The submission of a signature page transmitted by facsimile (or similar electronic transmission facility, including PDF via email) shall be considered as an “original” signature page for purposes of this Agreement.

[Signatures Pages Follow]

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

Farmwise LLC

By:

A handwritten signature in black ink, appearing to read "S. Lerner", is written over a horizontal line.

Name: Scott E. Lerner

Title: Executive Vice President

Accepted and Agreed:

BARCLAYS BANK PLC,
as Collateral Agent

A handwritten signature in black ink, appearing to read 'May Huang', is positioned above the printed name and title.

By: _____

Name: May Huang

Title: Assistant Vice President

SCHEDULE A
To
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner Name	Mark	Country	Filing Date	App. No.	Reg. Date	Reg. No.
Farmwise LLC	FARMWISE	United States	8/15/2013	86/038,454	3/31/2015	4,713,315
Farmwise LLC	REAL FAMILY, REAL FOOD, REAL NUTRITION	United States	12/26/2018	88/241,663 ITU	---	---
Farmwise LLC	REAL FAMILY, REAL FOOD, REAL NUTRITION	United States	12/31/2018	88/245,633 ITU	---	---
Farmwise LLC	VEGGIE FRIES	United States	2/27/2013		5/20/2014	4,534,970
Farmwise LLC	VEGGIE FRIES & Broccoli Color Design	United States	11/28/2013	85/861,762	12/23/2014	4,660,897
Farmwise LLC	VEGGIE FRIES & Carrot Color Design	United States	11/28/2013	86/131,668	12/23/2014	4,660,896
Farmwise LLC	VEGGIE FRIES & Red Pepper Color Design	United States	11/28/2013	86/131,681	12/23/2014	4,660,898
Farmwise LLC	VEGGIE FRIES & Tuscan Pepper Color Design	United States	11/28/2013	86/131,665	12/23/2014	4,660,895
Farmwise LLC	VEGGIE RINGS	United States	6/14/2018	88/000,158	12/4/2018	5,624,516
Farmwise LLC	VEGGIE RINGS & Design	United States	6/14/2018	88/000,184	2/19/2019	5,678,926
Farmwise LLC	VEGGIE SKINS	United States	10/13/2019	88/652,619	3/17/2020	6,015,536
Farmwise LLC	VEGGIE TOTS	United States	5/6/2015	86/621,552	1/30/2018	5,392,215

¹ Trademark of China