

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM577720

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BUD ANTLE, INC.		05/22/2020	Corporation: CALIFORNIA
DOLE FOOD COMPANY, INC.		05/22/2020	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	1100 North Market Street, Rodney Square North		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	88261312	BUD OF CALIFORNIA	
Serial Number:	88261314	BUD OF CALIFORNIA	
Serial Number:	88274595	BIG HEART	
Serial Number:	88133373	DOLE BOUNTIFUL KIT	
Serial Number:	88105985	DOLE	
Serial Number:	88105975	DOLE	
Serial Number:	88099873	DOLE	
Serial Number:	87779692	SLAWESOME!	
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:	2123186532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	ALANA GRAMER		
Address Line 1:	C/O PAUL HASTINGS LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	NEW YORK, NEW YORK 10166		

CH \$215.00 88261312

NAME OF SUBMITTER:	Alana Gramer
SIGNATURE:	/s/ AG
DATE SIGNED:	05/22/2020
Total Attachments: 5 source=Trademark Security Agreement (Notes) - Dole_Wilmington 22 MAY 2020 EXECUTED(103015704_1)#page1.tif source=Trademark Security Agreement (Notes) - Dole_Wilmington 22 MAY 2020 EXECUTED(103015704_1)#page2.tif source=Trademark Security Agreement (Notes) - Dole_Wilmington 22 MAY 2020 EXECUTED(103015704_1)#page3.tif source=Trademark Security Agreement (Notes) - Dole_Wilmington 22 MAY 2020 EXECUTED(103015704_1)#page4.tif source=Trademark Security Agreement (Notes) - Dole_Wilmington 22 MAY 2020 EXECUTED(103015704_1)#page5.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of May 22, 2020, by BUD ANTLE, INC. and DOLE FOOD COMPANY, INC. (collectively, the “Pledgor”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Indenture and the Security Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgor is a party to the Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. 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 Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent upon reasonable written request of the Pledgor at the Pledgor’s expense shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form prepared by the Pledgor releasing the collateral pledge,

grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Collateral Agent's Rights. For the avoidance of doubt, the rights, privileges, protections, immunities and benefits given to the Collateral Agent under each of the Indenture and Security Agreement, including, without limitation, its right to be indemnified, are extended hereto.

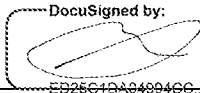
The words "execution," "signed," "signature," and words of like import in this Trademark Security Agreement shall be deemed to include electronic signatures or the keeping of electronic records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

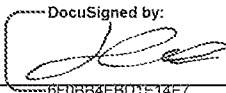
[signature page follows]

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

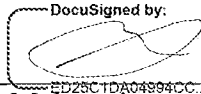
Very truly yours,

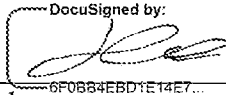
BUD ANTLE, INC.

By:  DocuSigned by:
Name: Johan L. Malmqvist
Title: Vice President

By:  DocuSigned by:
Name: Jared Gale
Title: Vice President and Secretary

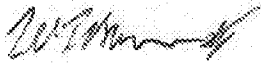
DOLE FOOD COMPANY, INC.

By:  DocuSigned by:
Name: Johan L. Malmqvist
Title: Vice President and Chief Financial Officer

By:  DocuSigned by:
Name: Jared Gale
Title: Vice President, General Counsel and
Corporate Secretary

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: 

Name:

Title:

W. Thomas Morris, II
Vice President

[Signature Page to Trademark Security Agreement (Note)]

TRADEMARK

REEL: 006944 FRAME: 0886

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Bud Antle, Inc.

TRADEMARK	TM APP NUMBER	STATUS
Bud of California and Rose Design	88261312	Pending
Bud of California	88261314	Pending

Dole Food Company, Inc.

Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
BIG HEART	88274595 01/24/2019	6009187 03/10/2020
DOLE BOUNTIFUL KIT	88133373 09/26/2018	6003491 03/03/2020
DOLE AND LEAF DESIGN WITH CURVED LINE	88105985 09/05/2018	6003457 03/03/2020
DOLE AND LEAF DESIGN	88105975 09/05/2018	6003456 03/03/2020
DOLE	88099873 08/30/2018	5865782 09/24/2019
SLAWSOME!	87779692 02/01/2018	5552551 08/28/2018