

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM591539

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Purfoods, LLC		08/12/2020	Limited Liability Company: IOWA
RECEIVING PARTY DATA			
Name:	Varagon Capital Partners Agent, LLC, as Administrative Agent		
Street Address:	299 Park Avenue, 3rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4638408	MOM'S MEALS NOURISHCARE	
Registration Number:	4316266	MOM'S MEALS	
Registration Number:	2430824	MOM'S MEALS	
Registration Number:	4638400	NOURISHCARE	
Registration Number:	4734655	PURFOODS	
Registration Number:	4308518		
Registration Number:	4308517		
Serial Number:	88611072	MOM'S MEALS	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	24788 / 012		

CH \$215.00 4638408

NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	08/12/2020
Total Attachments: 5 source=Trademark Security Agreement (Executed)#page1.tif source=Trademark Security Agreement (Executed)#page2.tif source=Trademark Security Agreement (Executed)#page3.tif source=Trademark Security Agreement (Executed)#page4.tif source=Trademark Security Agreement (Executed)#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 12, 2020 (this “Agreement”), by PURFOODS, LLC, an Iowa limited liability company (the “Grantor”), in favor of Varagon Capital Partners Agent, LLC in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Guarantee and Collateral Agreement, defined below) (in such capacity, the “Administrative Agent”), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement dated as of August 12, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative 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 Credit Agreement or the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing Lien on, all of its right, title and interest in the following Collateral (excluding any Excluded Assets) of the Grantor: all Trademarks of the Grantor, including without limitation, those Trademarks listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative 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 Administrative Agent with respect to the security interest in the Trademarks made and granted hereby and thereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. 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. Termination. Upon the termination of the Guarantee and Collateral Agreement, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge,


and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Agreement.

SECTION 5. Counterparts. This 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 Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

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

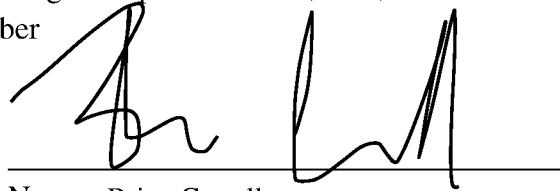
PURFOODS, LLC

By: 
Name: Matt Koopman
Title: Chief Financial Officer

**VARAGON CAPITAL PARTNERS AGENT,
LLC, as Administrative Agent**

By: Varagon Capital Partners, L.P., as its sole
Member

By: _____





A handwritten signature in black ink, appearing to read 'Brian Carroll', written over a horizontal line.

Name: Brian Carroll

Title: Managing Director

Schedule I

Trademark Registrations and Applications

Company	Trademark Name	Status	App/Reg. No.	Country/ State	File/Reg. Date
Purfoods, LLC	MOM'S MEALS NOURISHCARE	Active	4,638,408	USA	Nov. 11, 2014
Purfoods, LLC		Active	4,316,266	USA	Apr. 9, 2013
Purfoods, LLC	MOM'S MEALS	Active	2,430,824	USA	Feb. 27, 2001
Purfoods, LLC	NOURISHCARE	Active	4,638,400	USA	Nov. 11, 2014
Purfoods, LLC	PURFOODS	Active	4,734,655	USA	May 12, 2015
Purfoods, LLC		Active	4,308,518	USA	Mar. 26, 2013
Purfoods, LLC		Active	4,308,517	USA	Mar. 26, 2013
Purfoods, LLC	MOM'S MEALS 	Active	88611072	USA	September 10, 2019