

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613946

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Italian Rose Garlic Products LLC		12/11/2020	Limited Liability Company: DELAWARE
La Mexicana LLC		12/11/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC, as Agent		
Street Address:	111 South Wacker Drive, 36th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5345880	ITALIAN ROSE	
Registration Number:	5294155	ITALIAN ROSE	
Registration Number:	4498577	PARTY CRASHERS	
Registration Number:	4300148	ITALIAN ROSE	
Registration Number:	6180841	LA MEXICANA	
Registration Number:	1720481		
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,rachel.fink@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		

OP \$165.00 5345880

DATE SIGNED:	12/11/2020
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 11, 2020, by Italian Rose Garlic Products LLC, a Delaware limited liability company (“*IRGP*”), and La Mexicana LLC, a Delaware limited liability company (“*La Mexicana*”; together with IRGP, collectively, herein referred to as “*Grantor*”), in favor of Twin Brook Capital Partners, LLC, in its capacity as agent for Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, Grantor owns the Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or as otherwise modified from time to time, the “*Credit Agreement*”), by and among Perimeter Brands Intermediate Holdco LLC, a Delaware limited liability company, the financial institutions from time to time party thereto (the “*Lenders*”), and Twin Brook Capital Partners, LLC, as agent for all Lenders (the “*Agent*”); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or as otherwise modified from time to time, the “*Collateral Agreement*”), made by Grantor and the other grantors party thereto in favor of Agent (in such capacity, “*Grantee*”), Grantor has granted to Grantee for the ratable benefit of the Lenders a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or at any time hereafter acquired by Grantor, to secure the Secured Obligations (as defined in the Collateral Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “*Trademark Collateral*”), whether presently existing or hereafter arising or acquired:

- (i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;
- (ii) any renewal of any of the foregoing;
- (iii) all rights to sue for past, present or future infringements of any of the foregoing; and

(iv) all Proceeds (as defined in the Collateral Agreement) of any and all of the foregoing.

Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include the Excluded Property (as defined in the Collateral Agreement).

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

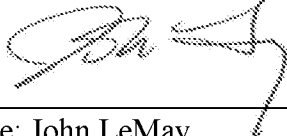
This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy, facsimile, emailed .pdf file, or similar form of electronic transmission of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of electronic transmission (including "*pdf*"), shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.


[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

ITALIAN ROSE GARLIC PRODUCTS LLC


By: _____
Name: John LeMay
Title: Vice President and Secretary

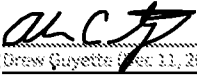
LA MEXICANA LLC


By: _____
Name: John LeMay
Title: Vice President and Secretary

ACKNOWLEDGED:

as of the date first written above.

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: 
By: Drew Guyette (Dec 11, 2020 09:16 CST)

Name: Drew Guyette

Title: Chief Credit Officer

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS

Grantor	Mark	Serial Number	Filing Date	Registration Number	Registration Date
Italian Rose Garlic Products LLC	TABLA FRESCA FARMSTAND	88314772	February 25, 2019	N/A	N/A
Italian Rose Garlic Products LLC	TABLA FRESCA FARMSTAND	88314648	February 25, 2019	N/A	N/A
Italian Rose Garlic Products LLC	ITALIAN ROSE	87435292	May 3, 2017	5345880	November 28, 2017
Italian Rose Garlic Products LLC	ITALIAN ROSE	87128919	August 5, 2016	5294155	September 26, 2017
Italian Rose Garlic Products LLC	PARTY CRASHERS	85520265	January 19, 2012	4498577	March 18, 2014
Italian Rose Garlic Products LLC	ITALIAN ROSE	85514778	January 12, 2012	4300148	March 12, 2013
La Mexicana LLC	LA MEXICANA	88307211	February 19, 2019	6180841	October 20, 2020
La Mexicana LLC		74070070	June 18, 1990	1720481	September 29, 1992