

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629424

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Natural Food Source, Inc.		03/02/2021	Corporation: PENNSYLVANIA
Smart Juices, LLC		03/02/2021	Limited Liability Company: PENNSYLVANIA
Kervan USA, LLC		03/02/2021	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company		
Street Address:	One Light Street		
Internal Address:	14th Floor		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	Chartered Bank: MARYLAND		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5418596	ANTIOXIDANT FORCE	
Registration Number:	3707381	SMART JUICE	
Registration Number:	5698359	SMART ORCHARD	
Serial Number:	86604297	SMART KIDS	
Registration Number:	5770031	SMART KIDS	
Registration Number:	4429962	SMART KIDS	
Registration Number:	5075284	SUPER FRUIT 7	
Registration Number:	5723445	TRULY	
Serial Number:	88186410	IJUICE	
Registration Number:	5002564	SMART HARVEST	
Registration Number:	4618031	SMART HARVEST	
Registration Number:	6118125	YUMY YUMY	
Serial Number:	88763569	YUMY YUMY GUMMY CANDY	
CORRESPONDENCE DATA			

OP \$340.00 5418596

TRADEMARK

Fax Number: 2158325619

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.

Phone: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye (106896-01030 ND)

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	106896-01030
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NAME OF SUBMITTER:	Timothy D. Pecsénye
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SIGNATURE:	/Timothy D. Pecsénye/
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DATE SIGNED:	03/03/2021
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “**Agreement**”) is made as of March 2, 2021, among the Grantors listed on the signature pages hereof (each individually, a “**Grantor**” and collectively, the “**Grantors**”) and Manufacturers and Traders Trust Company, in its capacity as Administrative Agent and Collateral Agent (in such capacity, “**Agent**”), for the Lenders (defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), dated as of the date hereof, by and among NIMEKS INCORPORATED, a Pennsylvania corporation (“**Nimeks**”), NATURAL FOOD SOURCE, INC., a Pennsylvania corporation (“**Natural Food Source**”), PENN COMMODITIES, INC., a Pennsylvania corporation (“**Penn Commodities**”), SMART JUICES, LLC, a Pennsylvania limited liability company (“**Smart Juices**”), KERVAN USA, LLC, a Pennsylvania limited liability company (“**Kervan USA**”), ATLANTIC FROZEN FOODS, LLC, a Florida limited liability company (“**Atlantic Frozen Foods**”), SMART KIDS GROUP, LLC, a New Jersey limited liability company (“**SmartKids**”, together with Nimeks, Natural Food Source, Penn Commodities, Smart Juices, Kervan and each other Person joined thereto as a Borrower from time to time, collectively the “**Borrowers**” and each a “**Borrower**”), the financial institutions which are now or which hereafter become a party thereto (the “**Lenders**”) and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Loan Agreement, Grantors are required to execute and deliver to Agent for the benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent for the benefit of Lenders, a continuing first priority security interest in such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of such Grantor’s trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, “**Trademarks**”), and licenses for any of the foregoing (“**Licenses**”), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantors.

4. LOAN AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Loan Agreement, the terms of the Loan Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademark Collateral, this Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademark Collateral and, without limiting each Grantor's obligations under this Section 5, each Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark Collateral of Grantors. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Section 1.3 of the Loan Agreement is hereby incorporated by reference, *mutatis mutandis*.


8. GOVERNING LAW. Section 17.1 of the Loan Agreement is hereby incorporated by reference, *mutatis mutandis*.

[Remainder of page intentionally left blank; signature page follows.]


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

GRANTORS:


NATURAL FOOD SOURCE, INC.

By: 
Name: Murat Guzel
Title: President

SMART JUICES, LLC

By: 
Name: Murat Guzel
Title: Manager

KERVAN USA, LLC

By: 
Name: Murat Guzel
Title: Manager

ACCEPTED AND
ACKNOWLEDGED BY:

MANUFACTURERS AND TRADERS TRUST
COMPANY, as Agent

By:



Name: Robert Bushey

Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Grantor	Type	Description of Trademark	Registration Date/(Application Date)	Registration Number/(Application Number)
Smart Juices, LLC	Registered Trademark	“Antioxidant Force”	3/6/2018	5418596
Smart Juices, LLC	Registered Trademark	“Smart Juice”	11/10/2009	3707381
Smart Juices, LLC	Registered Trademark	“Smart Orchard”	3/12/2019	5698359
Smart Juices, LLC	Registered Trademark	“Smart Kids”	(4/21/2015)	(86604297)
Smart Juices, LLC	Registered Trademark	“Smart Kids”	6/4/2019	5770031
Smart Juices, LLC	Registered Trademark	“Smart Kids”	11/5/2013	4429962
Smart Juices, LLC	Registered Trademark	“Super Fruit 7”	11/1/2016	5075284
Smart Juices, LLC	Registered Trademark	“Truly”	4/9/2019	5723445
Smart Juices, LLC	Registered Trademark	“IJuice”	(11/8/2018)	(88186410)
Natural Food Source, Inc.	Registered Trademark	“Smart Harvest”	7/19/2016	5002564
Natural Food Source, Inc.	Registered Trademark	“Smart Harvest”	10/7/2014	4618031
Kervan USA LLC	Registered Trademark	“Yumy Yumy”	8/4/2020	6118125
Kervan USA LLC	Registered Trademark	“Yumy Yumy Gummy Candy”	(1/17/2020)	(88763569)