

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM639274

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gray & Company		04/12/2021	Corporation: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	185 Asylum Street, 35th Floor		
<b>City:</b>	Hartford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06103		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5842001	DIANA	
<b>Registration Number:</b>	2020140	DIXIE BRAND	
<b>Registration Number:</b>	2039628	PARADISE	
<b>Registration Number:</b>	6310035	PENNANT HOLIDAY FRUIT	
<b>Registration Number:</b>	2290757	SR	
<b>Registration Number:</b>	1925647	MOR-FRUIT	
<b>Serial Number:</b>	88135687	PARADISE HOLIDAY FRUIT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173459020		
<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>			
<b>Phone:</b>	617-345-9000		
<b>Email:</b>	tmdocket@hinckleyallen.com		
<b>Correspondent Name:</b>	Alexander P. Montgomery		
<b>Address Line 1:</b>	28 State Street, 30th Floor		
<b>Address Line 2:</b>	Hinckley, Allen & Snyder, LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>ATTORNEY DOCKET NUMBER:</b>	065101-0173514		
<b>NAME OF SUBMITTER:</b>	Alexander P. Montgomery		
<b>SIGNATURE:</b>	/Alexander P. Montgomery/		

CH \$190.00 5842001

<b>DATE SIGNED:</b>	04/14/2021
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**Total Attachments: 3**

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## GRANT OF SECURITY INTEREST IN U.S. TRADEMARKS

This GRANT OF SECURITY INTEREST IN U.S. TRADEMARKS (“**Grant**”), dated as of April 12, 2021, is made by and between GRAY & COMPANY, an Oregon corporation (the “**Grantor**”), with offices at 3736 South Main Street, Marion, New York 14505 and BANK OF AMERICA, N.A., a national banking association having an office at 185 Asylum Street, 35<sup>th</sup> Floor, Hartford, Connecticut 06103, as agent (in such capacity, the “**Agent**”) for itself and other Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, the Grantor and Agent are parties to: (a) that certain Fourth Amended and Restated Loan and Security Agreement dated as of March 24, 2021, (b) that certain Trademark Collateral Security and Pledge Agreement dated as of October 30, 2015, in favor of Agent for itself and other secured parties, and recorded with the United States Patent and Trademarks Office on December 28, 2015 at Reel 5697, Frame 0685, and (c) that certain Reaffirmation Agreement dated as of March 24, 2021 by and among the Grantor, the Agent and certain other parties thereto (collectively, the “**Security Agreement**”).

WHEREAS, pursuant to the Security Agreement, the Grantor has executed and delivered this Grant for the purpose of recording and confirming the grant of the security interest of the Agent in the Trademark Collateral (defined below).

NOW THEREFORE, in consideration of the mutual conditions and agreements set forth herein and in the Security Agreement, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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.

2. Grant of Security Interest. In furtherance and as confirmation of the security interest granted by the Grantor to the Agent (for its own benefit and the benefit of the other Secured Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby ratifies such security interest and grants to the Agent (for its own benefit and the benefit of the other Secured Parties) a continuing security interest, in all of the present and future right, title and interest of Grantor in, to and under the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (the “**Trademark Collateral**”):

- (a) The Pledged Trademarks listed in Schedule 1 (the “**Trademarks**”);
- (b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to

and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Intent. This Grant is being executed and delivered by the Grantor for the purpose of recording and confirming the grant of the security interest of the Agent in the Trademark Collateral with the USPTO. It is intended that the security interest granted pursuant to this Grant is granted in conjunction with, and not in addition to or limitation of, the security interest granted to the Agent, for its own benefit and the benefit of the other Secured Parties, under the Security Agreement. All provisions of the Security Agreement apply to the Trademark Collateral. The Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the Trademark Collateral as in all other collateral. In the event of a conflict between this Grant and the Security Agreement, the terms of the Security Agreement shall control.

4. Recordation. The Grantor authorizes the Commissioner for Trademarks for to record and register this Grant upon request by the Agent.

5. Execution in Counterparts. This Grant may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Grant by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Grant.

6. Successors and Assigns. This Grant will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first above written.

GRAY & COMPANY

By: 

Name: John D. Exner

Title: Secretary

AGREED TO AND ACCEPTED:

BANK OF AMERICA, N.A.

as Collateral Agent

By: 

Name: Edgar Ezerins

Title: Senior Vice President

**SCHEDULE 1**  
**TRADEMARKS**

**Trademark Registrations**

<b>Mark</b>	<b>Federal Registration No.</b>	<b>Registration Date</b>
DIANA	5,842,001	8/27/2019
DIXIE BRAND & Design	2,020,140	12/3/1996
PARADISE & Design	2,039,628	2/25/1997
PENNANT HOLIDAY FRUIT	6,310,035	3/30/2021
SR & Design	2,290,757	11/9/1999
MOR-FRUIT & Design	1,925,647	10/10/1995

**Trademark Applications**

<b>Mark</b>	<b>Federal Serial No.</b>	<b>Application Date</b>
PARADISE HOLIDAY FRUIT	88/135,687	9/28/2018