

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644717

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lassonde Pappas and Company, Inc.		04/30/2021	Corporation: NEW JERSEY
Old Orchard Brands LLC		04/30/2021	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1525 West W.T. Harris Blvd.		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	National Banking Association: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5998650	GROWN RIGHT	
Registration Number:	6052866	HARVEST SELECT	
CORRESPONDENCE DATA			
Fax Number:	2127557306		
<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:	212-326-3939		
Email:	awoliansky@jonesday.com, mmisitigh@jonesday.com		
Correspondent Name:	Adela S. Woliansky		
Address Line 1:	250 Vesey Street		
Address Line 4:	New York, NEW YORK 10281		
NAME OF SUBMITTER:	Melanie H. Misitigh		
SIGNATURE:	/Melanie H. Misitigh/		
DATE SIGNED:	05/06/2021		
Total Attachments: 6			
source=NAI_1517911176_2_Trademark Security Agreement - SARCA#page1.tif			
source=NAI_1517911176_2_Trademark Security Agreement - SARCA#page2.tif			

CH \$65.00 5998650

source=NAI_1517911176_2_Trademark Security Agreement - SARCA#page3.tif

source=NAI_1517911176_2_Trademark Security Agreement - SARCA#page4.tif

source=NAI_1517911176_2_Trademark Security Agreement - SARCA#page5.tif

source=NAI_1517911176_2_Trademark Security Agreement - SARCA#page6.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Trademark Security Agreement”), dated as of April 30, 2021, by each person listed on Schedule 1 hereto (collectively, the “Pledgors”), in favor of Wells Fargo Bank, National Association, in its capacity as collateral agent pursuant to that certain Second Amended and Restated Credit Agreement, dated as of May 31, 2018 (in such capacity, the “Senior Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Pledgors are party to that certain Amended and Restated U.S. Security Agreement, dated as of September 21, 2016 (as amended by that certain First Amendment and Joinder to Amended and Restated U.S. Security Agreement, dated as of May 31, 2018, that certain Second Amendment and Joinder to Amended and Restated U.S. Security Agreement, dated as of June 14, 2019, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “U.S. Security Agreement”), in favor of the Senior Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Senior Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Senior Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Senior Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of the right, title and interest of such Pledgor in, to and under all the following Collateral of such Pledgor (collectively, the “Trademark Collateral”):

(a) the Trademarks of such Pledgor listed on Schedule 2 hereto (provided that no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark applications under applicable federal law);

(b) all goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Senior Collateral Agent pursuant to the U.S. Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Senior Collateral Agent with respect to the lien on and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the U.S. 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 be inconsistent with or in conflict with the U.S. Security Agreement, the provisions of the U.S. Security Agreement shall control unless the Senior Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the release of the security interests granted to the Senior Collateral Agent pursuant to Section 11.4 of the U.S. Security Agreement, upon written request of any Pledgor, the Senior Collateral Agent shall execute, acknowledge, and deliver to the applicable Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

SECTION 8. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE TERMS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.


[Signature Page Follows]

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

LASSONDE PAPPAS AND COMPANY, INC.

By: 
Name: Guy Blanchette
Title: Executive Vice President

OLD ORCHARD BRANDS LLC

By: 
Name: Guy Blanchette
Title: Executive Vice President

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Senior Collateral Agent

By: MRG
Name: Michael P. Richard
Title: SVP

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT


PLEDGORS

NAME	ADDRESS
Lassonde Pappas and Company, Inc.	One Collins Drive, Suite 200, Carneys Point, NJ 08069
Old Orchard Brands LLC	One Collins Drive, Suite 200, Carneys Point, NJ 08069

SCHEDULE 2
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

PLEDGOR OWNER	MARK	COUNTRY	REG. NO.	REGISTRATION DATE
Lassonde Pappas and Company, Inc.		USA	5998650	2/25/2020
Old Orchard Brands LLC	HARVEST SELECT	USA	6052866	5/12/2020

Trademark Applications:

None.