

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645108

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NS Brands, Ltd		05/07/2021	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	IL1-1145/54/63, P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 48			
Property Type	Number	Word Mark	
Registration Number:	6024823	D'VINES	
Registration Number:	5886615	NATURESWEET	
Registration Number:	5869594	NATURESWEET	
Registration Number:	6297735	HEAVENLY	
Registration Number:	5430122	A DARKER RICHER TOMATO	
Registration Number:	5430121	TWILIGHTS	
Registration Number:	5335445	BRIGHTHOUSE ORGANICS	
Registration Number:	5612725	A BRIGHTER WAY TO GROW	
Registration Number:	5265256		
Registration Number:	5275776	A TOMATO FOR EVERY OCCASION	
Registration Number:	5265255		
Registration Number:	5424218	A DEEPER SHADE OF DELICIOUS	
Registration Number:	5252364	BRIGHTHOUSE ORGANICS	
Registration Number:	5601790	TOMATOES RAISED RIGHT	
Registration Number:	5262217	BRIGHTHOUSE	
Registration Number:	5857750		
Registration Number:	5857749		
Registration Number:	4925715		
Registration Number:	5064783	CONSTELLATION	

OP \$1215.00 6024823

Property Type	Number	Word Mark
Registration Number:	4791783	SWEET FOR THE SLICING
Registration Number:	4581516	ARTISUN FARMS
Registration Number:	4425140	NATURESWEET GLORYS
Registration Number:	4697939	
Registration Number:	4318628	GLORYS
Registration Number:	4219306	NATURE SWEET
Registration Number:	4219305	NATURE SWEET
Registration Number:	4219304	NATURE SWEET TOMATOES
Registration Number:	4215341	NATURE SWEET TOMATOES
Registration Number:	4215340	NATURE SWEET
Registration Number:	4215339	NATURE SWEET
Registration Number:	4219301	NATURE SWEET CHERUBS
Registration Number:	4215338	NATURE SWEET SUNBURSTS
Registration Number:	4223140	
Registration Number:	4184372	
Registration Number:	4215337	
Registration Number:	4215336	
Registration Number:	4014700	
Registration Number:	3262789	
Registration Number:	3164061	CHERUBS
Registration Number:	3939430	SUNBURSTS
Registration Number:	2801544	GARDEN RIPE
Registration Number:	2833575	GARDEN RIPE NATURALLY RIPENED TOMATOES
Registration Number:	2430779	
Registration Number:	2300110	NATURE SWEET
Registration Number:	2412741	NATURESWEET
Registration Number:	1679579	EUROFRESH
Registration Number:	3359569	
Serial Number:	87816900	HEAVENLY SALAD TOMATOES

CORRESPONDENCE DATA

Fax Number:

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: 3129932652

Email: heather.poitras@lw.com

Correspondent Name: Heather Poitras

Address Line 1: 330 N Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

TRADEMARK

REEL: 007285 FRAME: 0415

ATTORNEY DOCKET NUMBER:	049067-0354
NAME OF SUBMITTER:	Heather Poitras
SIGNATURE:	/hp/
DATE SIGNED:	05/07/2021

Total Attachments: 10

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**SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of May 7, 2021, by and from NS Brands, Ltd., a Texas limited partnership (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A. for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, the Grantor, the Lenders party thereto from time to time and the Grantee have entered into that certain Credit Agreement, dated as of the date hereof (as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor and certain other Subsidiaries of the Grantor have entered into that certain Pledge and Security Agreement, dated as of the date hereof (as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the Trademarks (as defined below), which Trademarks are pending or registered with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms used and not otherwise defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the prompt and complete payment and performance of all the Secured Obligations. Upon the satisfaction of the Final Release Conditions, this Confirmatory Grant shall automatically terminate and all rights to the Trademarks shall revert to the Grantor. Upon such termination, the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing (and/or evidencing of record the release of) the lien and security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to (1) all trademarks (including service marks), trade names, trade styles, trade dress and the registrations and applications for registration thereof, including the foregoing listed on Exhibit A, and all goodwill connected with the use of or symbolized by the foregoing; (2) all renewals of the foregoing; (3) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements, dilutions, and other violations thereof; (4) all rights to sue for past, present, and future infringements, dilutions, and other violations thereof; and (5) all rights corresponding to any of the foregoing throughout the world (the "Trademarks").

(c) Notwithstanding anything to the contrary contained above, the security interest created by this Confirmatory Grant shall not extend to Excluded Assets.

3) Grants, Rights, Remedies. This Confirmatory Grant has been executed in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern and control.


4) Governing Law. **THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

5) Counterparts. This Confirmatory 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. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Confirmatory Grant and/or any document to be signed in connection with this Confirmatory Grant and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. As used herein, “Electronic Signatures” means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

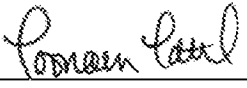
IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

NS BRANDS, LTD.,
as Grantor

By: NATURESWEET MANAGEMENT, INC.
Its: General Partner

By: 
Name: Frederic Steunou
Title: Vice President and Chief Financial Officer

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 

Name: Poonam N. Patel




Title: Authorized Officer




SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS


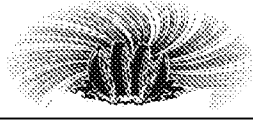




Exhibit A

Trademarks and Trademark Applications

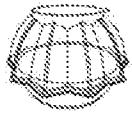
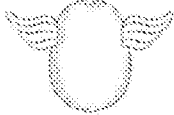




TRADEMARKS

Owner	Jurisdiction	Registration Number	Registration Date	Trademark
NS Brands, Ltd.	U.S.	6024823	03/31/2020	D'VINES D'VINES
NS Brands, Ltd.	U.S.	5886615	10/15/2019	 NATURESWEET
NS Brands, Ltd.	U.S.	5869594	12/01/2018	 NATURESWEET
NS Brands, Ltd.	U.S.	6297735	03/23/2021	HEAVENLY HEAVENLY
NS Brands, Ltd.	U.S.	5430122	03/20/2018	A DARKER RICHER TOMATO A DARKER RICHER TOMATO
NS Brands, Ltd.	U.S.	5430121	03/20/2018	TWILIGHTS TWILIGHTS
NS Brands, Ltd.	U.S.	5335445	11/14/2017	 BRIGHTHOUSE ORGANICS

Owner	Jurisdiction	Registration Number	Registration Date	Trademark
NS Brands, Ltd.	U.S.	5612725	11/20/2018	A BRIGHTER WAY TO GROW A BRIGHTER WAY TO GROW
NS Brands, Ltd.	U.S.	5265256	08/15/2017	
NS Brands, Ltd.	U.S.	5275776	08/29/2017	A TOMATO FOR EVERY OCCASION A TOMATO FOR EVERY OCCASION
NS Brands, Ltd.	U.S.	5265255	08/15/2017	 DESIGN ONLY
NS Brands, Ltd.	U.S.	5424218	03/13/2018	A DEEPER SHADE OF DELICIOUS A DEEPER SHADE OF DELICIOUS
NS Brands, Ltd.	U.S.	5252364	07/25/2017	BRIGHTHOUSE ORGANICS BRIGHTHOUSE ORGANICS
NS Brands, Ltd.	U.S.	5601790	11/06/2018	TOMATOES RAISED RIGHT TOMATOES RAISED RIGHT
NS Brands, Ltd.	U.S.	5262217	08/08/2017	BRIGHTHOUSE BRIGHTHOUSE
NS Brands, Ltd.	U.S.	5857750	09/10/2019	

Owner	Jurisdiction	Registration Number	Registration Date	Trademark
NS Brands, Ltd.	U.S.	5857749	09/10/2019	
NS Brands, Ltd.	U.S.	4925715	03/29/2016	
NS Brands, Ltd.	U.S.	5064783	10/18/2016	CONSTELLATION CONSTELLATION
NS Brands, Ltd.	U.S.	4791783	08/11/2015	SWEET FOR THE SLICING SWEET FOR THE SLICING
NS Brands, Ltd.	U.S.	4581516	08/05/2014	ARTISUN FARMS ARTISUN FARMS
NS Brands, Ltd.	U.S.	4425140	10/29/2013	 NATURESWEET GLORYS
NS Brands, Ltd.	U.S.	4697939	03/10/2015	
NS Brands, Ltd.	U.S.	4318628	04/09/2013	GLORYS GLORYS
NS Brands, Ltd.	U.S.	4219306	10/02/2012	 NATURE SWEET
NS Brands, Ltd.	U.S.	4219305	10/02/2012	 NATURE SWEET

Owner	Jurisdiction	Registration Number	Registration Date	Trademark
NS Brands, Ltd.	U.S.	4219304	10/02/2012	 NATURE SWEET TOMATOES
NS Brands, Ltd.	U.S.	4215341	09/25/2012	 NATURE SWEET TOMATOES
NS Brands, Ltd.	U.S.	4215340	09/25/2012	 NATURE SWEET
NS Brands, Ltd.	U.S.	4215339	09/25/2012	 NATURE SWEET
NS Brands, Ltd.	U.S.	4219301	10/02/2012	 NATURE SWEET CHERUBS
NS Brands, Ltd.	U.S.	4215338	09/25/2012	 NATURE SWEET SUNBURSTS
NS Brands, Ltd.	U.S.	4223140	10/09/2012	
NS Brands, Ltd.	U.S.	4184372	07/31/2012	
NS Brands, Ltd.	U.S.	4215337	09/25/2012	
NS Brands, Ltd.	U.S.	4215336	09/25/2012	

Owner	Jurisdiction	Registration Number	Registration Date	Trademark
NS Brands, Ltd.	U.S.	4014700	08/23/2011	
NS Brands, Ltd.	U.S.	3262789	07/10/2007	
NS Brands, Ltd.	U.S.	3164061	10/24/2006	CHERUBS CHERUBS
NS Brands, Ltd.	U.S.	3939430	04/05/2011	SUNBURSTS SUNBURSTS
NS Brands, Ltd.	U.S.	2801544	12/30/2003	GARDEN RIPE GARDEN RIPE
NS Brands, Ltd.	U.S.	2833575	04/20/2004	 GARDEN RIPE NATURALLY RIPENED TOMATOES
NS Brands, Ltd.	U.S.	2430779	02/27/2011	
NS Brands, Ltd.	U.S.	2300110	12/14/1999	 NATURE SWEET
NS Brands, Ltd.	U.S.	2412741	12/12/2000	NATURESWEET NATURESWEET
NS Brands, Ltd.	U.S.	1679579	03/17/1992	EUROFRESH
NS Brands, Ltd.	U.S.	3359569	12/25/2007	

TRADEMARK APPLICATIONS

Owner	Jurisdiction	Application Number	Application Date	Trademark
NS Brands, Ltd.	U.S.	87816900	03/01/2018	HEAVENLY SALAD TOMATOES HEAVENLY SALAD TOMATOES