

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM646331

<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>
SUN WORLD INTERNATIONAL, LLC		05/12/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Owl Rock Capital Corporation, as Agent		
<b>Street Address:</b>	399 Park Avenue		
<b>Internal Address:</b>	38th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 29</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1829951		
<b>Registration Number:</b>	1850396	SUN WORLD	
<b>Registration Number:</b>	5638387	SUN WORLD INNOVATIONS	
<b>Registration Number:</b>	4423117	ADORA SEEDLESS	
<b>Registration Number:</b>	1760153	AMBER CREST	
<b>Registration Number:</b>	3573933	APPLUM	
<b>Registration Number:</b>	4135988	AUTUMNCRISP	
<b>Registration Number:</b>	2142639	BLACK DIAMOND	
<b>Registration Number:</b>	2379492	BLACK GIANT	
<b>Registration Number:</b>	2858064	COACHELLA SEEDLESS	
<b>Registration Number:</b>	1803879	HONEYCOT	
<b>Registration Number:</b>	2251461	MIDNIGHT BEAUTY	
<b>Registration Number:</b>	4507793	NOURISHING THE WORLD THROUGH INNOVATION	
<b>Registration Number:</b>	1542787	PANORAMA	
<b>Registration Number:</b>	3230069	RED DIAMOND	
<b>Registration Number:</b>	2931902	RED GIANT	
<b>Registration Number:</b>	4708790	ROSELA SEEDLESS	
<b>Registration Number:</b>	2795567	SABLE SEEDLESS	
<b>TRADEMARK</b>			

OP \$740.00 1829951

Property Type	Number	Word Mark
Registration Number:	3259333	SCARLOTTA SEEDLESS
Registration Number:	4519110	SONERA SEEDLESS
Registration Number:	2782676	SOPHIA SEEDLESS
Registration Number:	1061802	SUN WORLD
Registration Number:	1133787	SUN WORLD
Registration Number:	4795609	SUN WORLD
Registration Number:	6021955	SUN WORLD INNOVATIONS
Registration Number:	2230903	SUPER STAR
Registration Number:	2167719	SUPERIOR SEEDLESS
Registration Number:	2259988	WHERE PRODUCE BEGINS
Registration Number:	4708789	BELINA SEEDLESS

**CORRESPONDENCE DATA**

**Fax Number:** 3129939767

*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:** 312/876-7628

**Email:** linda.kastner@lw.com

**Correspondent Name:** Linda R. Kastner, c/o Latham & Watkins

**Address Line 1:** 330 N. Wabash Avenue

**Address Line 2:** Suite 2800

**Address Line 4:** Chicago, ILLINOIS 60611

<b>NAME OF SUBMITTER:</b>	Linda Kastner
<b>SIGNATURE:</b>	/lk/
<b>DATE SIGNED:</b>	05/12/2021

**Total Attachments: 13**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of May 12, 2021, (this “**Agreement**”), among Sun World International, LLC (the “**Grantor**”) and Owl Rock Capital Corporation (“**ORCC**”), in its capacities as administrative agent and collateral agent for the Secured Parties (together with its successors and assigns, in such capacities, the “**Agent**”).

Reference is made to that certain Pledge and Security Agreement, dated as of May 12, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Agent. The Lenders (as defined below) have extended credit to BP Veraison Holdings, LLC, a Delaware limited liability company (the “**Parent**”) and BP Veraison Buyer, LLC, a Delaware limited liability company (the “**Buyer**”), subject to the terms and conditions set forth in that certain Credit Agreement dated as of May 12, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “**Credit Agreement**”), by and among BP Veraison Guarantor, LLC, a Delaware limited liability company (“**Holdings**”), the Parent, the Buyer, the other Borrowers from time to time party thereto, the Lenders from time to time party thereto and ORRC, in its capacities as an Issuing Bank, the Swingline Lender and as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities, together with its successors and assigns, the “**Administrative Agent**”). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified (including by reference) in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all Trademark registrations and applications for registration thereof in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all renewals of any of the foregoing;
- C. all goodwill of the business connected with the use of and symbolized by any of the foregoing;
- D. all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements or dilutions of any of the foregoing;
- E. all rights to sue or otherwise recover for past, present and future infringements, dilutions or violations of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing;
- F. all rights corresponding to any of the foregoing; and
- G. to the extent not covered above, all Proceeds and products of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) through (E) above, this Agreement shall not constitute a grant of a security interest in any Excluded Assets, including any “intent-to-use” Trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto.

**SECTION 3. Security Agreement.** The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

**SECTION 4. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**SUN WORLD INTERNATIONAL, LLC**

By: 

Name: Andrew Sweet  
Title: President

\_\_\_\_\_

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007290 FRAME: 0114**

Accepted and Agreed:

**OWL ROCK CAPITAL CORPORATION,**  
as Agent

By:   
Name: Jeff Walwyn  
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007290 FRAME: 0115**

**SCHEDULE I**

TRADEMARKS

Registered Owner	Mark	Code SUNWOTM*	Application No. Application Date	Registration No. Registration Date	Class(es)	Status
Sun World International, LLC		005T	74/322208 10/13/1992	1829951 4/5/1994	31	Renewed  Next Renewal Due between: 4/5/2023- 4/5/2024
Sun World International, LLC		006T	74/322209 10/13/1992	1850396 8/16/1994	31	Renewed  Next Renewal Due between: 8/16/2023- 8/16/2024
Sun World International, LLC		267T	87/064730 6/08/2016	5638387 12/25/2018	31, 35, 42, 45	Registered  Section 8 & 15 Due between: 12/25/2023- 12/25/2024
Sun World International, LLC	ADORA SEEDLESS	230T	85/806523 12/19/2012	4423117 10/22/2013	31	Registered  Renewal Due between: 10/22/2022- 10/22/2023
Sun World International, LLC	AMBER CREST	029T	74/305317 8/18/1992	1760153 3/23/1993	31	Renewed  Next Renewal Due between: 3/23/2022- 3/23/2023
Sun World International, LLC	APPLUM	186T	78/534108 12/16/2004	3573933 2/10/2009	31	Renewed  Next Renewal Due between: 2/10/2028- 2/10/2029
Sun World International, LLC	AUTUMNCRISP	211T	77/967751 3/24/2010	4135988 5/1/2012	31	Renewed  Next Renewal Due between: 5/01/2021- 5/01/2022
Sun World International, LLC	BLACK DIAMOND	057T	75/259666 3/18/1997	2142639 3/10/1998	31	Renewed  Next Renewal Due between: 3/10/227- 3/10/2028

Registered Owner	Mark	Code SUNWOTM*	Application No. Application Date	Registration No. Registration Date	Class(es)	Status
Sun World International, LLC	BLACK GIANT	116T	75/807616 9/22/1999	2379492 8/22/2000	31	Renewed  Next Renewal Due between: 8/22/2029- 8/22/2030
Sun World International, LLC	COACHELLA SEEDLESS	173T	78/270012 7/2/2003	2858064 6/29/2004	31	Renewed  Next Renewal Due between: 6/29/2023- 6/29/2024
Sun World International, LLC	HONEYCOT	012T	74/262596 4/6/1992	1803879 11/9/1993	31	Renewed  Next Renewal Due between: 11/9/2022- 11/9/2023
Sun World International, LLC	MIDNIGHT BEAUTY	100T	75/477551 5/1/1998	2251461 6/8/1999	31	Renewed  Next Renewal Due between: 6/8/2028- 6/8/2029
Sun World International, LLC	NOURISHING THE WORLD THROUGH INNOVATION	239T	85/901904 4/11/2013	4507793 4/1/2014	31	Registered  Renewal Due between: 41/2023- 4/1/2024
Sun World International, LLC	PANORAMA	010T	73/711102 2/16/1988	1542787 6/6/1989	31	Renewed  Next Renewal Due between: 6/6/2028- 6/6/2029
Sun World International, LLC	RED DIAMOND	101T	75/539250 8/19/1998	3230069 4/17/2007	31	Renewed  Next Renewal Due between: 4/17/2026- 4/17/2027
Sun World International, LLC	RED GIANT	174T	78/276067 7/18/2003	2931902 3/8/2005	31	Renewed  Next Renewal Due between: 3/8/2024- 3/8/2025



Registered Owner	Mark	Code SUNWOTM*	Application No. Application Date	Registration No. Registration Date	Class(es)	Status
Sun World International, LLC	ROSEIRA SEEDLESS	237T	85/901860 4/11/2013	4708790 3/24/2015	31	Registered  Declaration of Use due 3/24/2021  Client instructions to allow registration to lapse
Sun World International, LLC	SABLE SEEDLESS	155T	76/335086 11/5/2001	2795567 12/16/2003	31	Renewed  Next Renewal Due between: 12/16/2022-12/16/2023
Sun World International, LLC	SCARLOTTA SEEDLESS	196T	78/665801 7/7/2005	3259333 7/3/2007	31	Renewed  Next Renewal Due between: 7/3/2026-7/3/2027
Sun World International, LLC	SONERA SEEDLESS	236T	85/901837 4/11/2013	4519110 4/22/2014	31	Registered  Renewal Due between: 4/22/2023-4/22/2024
Sun World International, LLC	SOPHIA SEEDLESS	156T	76/334551 11/5/2001	2782676 11/3/2003	31	Renewed  Next Renewal Due: 11/11/2022-11/11/2023
Sun World International, LLC	SUN WORLD	002T	73/077275 2/17/1976	1061802 3/22/1977	31	Renewed  Next Renewal Due: 3/22/2026-3/22/2027
Sun World International, LLC	SUN WORLD	103T	73/200420 1/18/1979	1133787 4/22/1980	31	Renewed  Next Renewal Due between: 4/22/2029-4/22/2030
Sun World International, LLC	SUN WORLD	229T	85/805418 12/18/2012	4795609 8/18/2015	31	Registered  Renewal Due between: 8/18/2024-8/18/2025

Registered Owner	Mark	Code SUNWOTM*	Application No. Application Date	Registration No. Registration Date	Class(es)	Status
Sun World International, LLC	SUN WORLD INNOVATIONS	308T	88/357757 3/28/2019	6021955 03/31/2020	31, 35, 42, 44, 45	Registered  Declaration of Use due between: 3/31/2025-3/31/2026
Sun World International, LLC	SUPER STAR	051T	75/492206 5/28/1998	2230903 3/9/1999	31	Renewed  Next Renewal Due between: 3/9/2028-3/9/2029
Sun World International, LLC	SUPERIOR SEEDLESS	082T	75/331555 7/28/1997	2167719 6/23/1998	31	Renewed  Next Renewal Due between: 6/23/2027-6/23/2028
Sun World International, LLC	WHERE PRODUCE BEGINS	091T	75/395578 11/24/1997	2259988 7/6/1999	31	Renewed  Next Renewal Due between: 7/6/2028-7/6/2029
Sun World International, LLC	BELINA SEEDLESS		85/901813 4/11/2013	4708789 3/24/2015		Registered  Affidavit of Use was due by 3/24/2021. Grace period expires on 9/24/2021

TRADEMARKS APPLICATIONS

None.

## EXHIBIT A

### [FORM OF] TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT is entered into as of [●][●], 20[●], (this “**Trademark Security Agreement Supplement**”), among [●] (each, a[the] “Grantor”) and Owl Rock Capital Corporation (“ORCC”), in its capacities as administrative agent and collateral agent for the Secured Parties (together with its successors and assigns, in such capacities, the “**Agent**”).

Reference is made to that certain Pledge and Security Agreement, dated as of May 12, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Agent. The Lenders (as defined below) have extended credit to BP Veraison Holdings, LLC, a Delaware limited liability company (the “**Parent**”) and BP Veraison Buyer, LLC, a Delaware limited liability company (the “**Buyer**”), subject to the terms and conditions set forth in that certain Credit Agreement dated as of May 12, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “**Credit Agreement**”), by and among BP Veraison Guarantor, LLC, a Delaware limited liability company (“**Holdings**”), the Parent, the Buyer, the other Borrowers from time to time party thereto, the Lenders from time to time party thereto and ORRC, in its capacities as an Issuing Bank, the Swingline Lender and as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities, together with its successors and assigns, the “**Administrative Agent**”). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement, the [Grantor][Grantors] and the Agent have entered into that certain Trademark Security Agreement, dated as of [●], 20[●] (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Trademark Security Agreement**”). Under the terms of the Security Agreement, the Grantor has granted to the Agent for the benefit of the Secured Parties as security interest in the Additional Trademark Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Trademark Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Trademark Security Agreement Supplement and not otherwise defined herein have the meanings specified (including by reference) in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, [each][the] Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of [such][the] Grantor and regardless of where located (collectively, the “**Additional Trademark Collateral**”):

- A. the Trademark registrations and applications for registration thereof in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all renewals of any of the foregoing;
- C. all goodwill of the business connected with the use of and symbolized by any of the foregoing;

Exhibit A

D. all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements or dilutions of any of the foregoing;

E. all rights to sue or otherwise recover for past, present and future infringements, dilutions or violations of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing;

F. all rights corresponding to any of the foregoing; and

G. to the extent not covered above, all Proceeds and products of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) through (E) above, this Trademark Security Agreement Supplement shall not constitute a grant of a security interest in any Excluded Assets, including any "intent-to-use" Trademark applications prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto.

**SECTION 3. Security Agreement.** The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. **[Each][The]** Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Additional Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

**SECTION 4. Governing Law.** This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement Supplement as of the day and year first above written.

[●]

By: \_\_\_\_\_

Name: [●]

Title: [●]

**OWL ROCK CAPITAL CORPORATION,**  
as Agent

By: \_\_\_\_\_

Name:

Title:

**SCHEDULE I**

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK

TRADEMARKS APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK