

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM656097

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
POMPEIAN, INC.		06/24/2021	Corporation: MARYLAND
SUNSET OLIVE OIL LLC		06/24/2021	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Agent		
<b>Street Address:</b>	4 New York Plaza		
<b>Internal Address:</b>	17th Fl.		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10004		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 36</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90432168	QUALITY SINCE 1906 POMPEIAN FIRST COLD P	
<b>Serial Number:</b>	90432149	THE DIFFERENCE IS OUR QUALITY	
<b>Serial Number:</b>	90432129	THE DIFFERENCE IS OUR CRAFTSMANSHIP	
<b>Serial Number:</b>	90432117	THE DIFFERENCE IS OUR FARMERS	
<b>Serial Number:</b>	90031098	SMOOTH	
<b>Serial Number:</b>	90028163	FARMER OWNED	
<b>Serial Number:</b>	90028151	PREMIUM SMOOTH SELECTION	
<b>Serial Number:</b>	88849588	POMPEIAN	
<b>Serial Number:</b>	88822323	THE DIFFERENCE IS	
<b>Serial Number:</b>	88849594	GOURMET SELECTION	
<b>Serial Number:</b>	88849598	QUALITY SINCE 1906 POMPEIAN	
<b>Serial Number:</b>	88822318	QUALITY SINCE 1906 POMPEIAN THE OLIVE OI	
<b>Serial Number:</b>	88600377	FARMER DIRECT	
<b>Serial Number:</b>	88004415	POMPEIAN	
<b>Serial Number:</b>	88399538	NOVEMBER MOON EXTRA VIRGIN OLIVE OIL QUA	
<b>Serial Number:</b>	88326913	NOVEMBER MOON	
<b>Serial Number:</b>	88326920	NOVEMBER MOON	

OP \$915.00 90432168

Property Type	Number	Word Mark
Serial Number:	87726609	THE OLIVE OIL PEOPLE
Serial Number:	87726577	TREE TO BOTTLE
Serial Number:	87826622	PEAK REFUEL
Serial Number:	87726702	SMOOTH
Serial Number:	87726632	POMPEIAN SINCE 1906
Serial Number:	87726674	
Serial Number:	86885239	THE OLIVE BRANCH POMPEIAN   PROJECT
Serial Number:	86878698	THE OLIVE BRANCH PROJECT
Serial Number:	78743833	OLIVEXTRA
Serial Number:	78173134	POMPEIAN
Serial Number:	76323286	POMPEIAN
Serial Number:	75305950	POMPEIAN
Serial Number:	75386111	POMPEIAN BALSAMIC VINEGAR
Serial Number:	75386110	SPANISH KITCHEN
Serial Number:	73810016	
Serial Number:	73489813	POMPEIAN
Serial Number:	73073976	AVALLO
Serial Number:	73050962	ROMANZA
Serial Number:	71267994	POMPEIAN

**CORRESPONDENCE DATA**

**Fax Number:** 8009144240

*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:** 8007130755

**Email:** Ted.mulligan@wolterskluwer.com

**Correspondent Name:** CT Corporation

**Address Line 1:** 4400 Easton Commons Way

**Address Line 2:** Suite 125

**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Gloria Sheehan
<b>SIGNATURE:</b>	/Gloria Sheehan/
<b>DATE SIGNED:</b>	06/25/2021

**Total Attachments: 11**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of June 24, 2021, is made by the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and JPMORGAN CHASE BANK, N.A., a national banking association, in its capacity as administrative agent and collateral agent (in such capacities, together with its successors and assigns in such capacities, "Agent") for the Lenders.

Grantors, Parent, Agent, and the Lenders are entering into a Credit Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the "Credit Agreement"). In order to induce the Agent and Lenders to enter into and extend credit to Grantors under the Credit Agreement, Grantors are entering into that certain Pledge and Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the "Security Agreement"). Pursuant to the Security Agreement, Grantors are required to execute and deliver to the Agent and Lenders this Trademark Security Agreement.

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 agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement or, if not otherwise defined in the Security Agreement, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantors hereby grant to the Agent, for the benefit of the Lenders, a continuing first priority security interest in all of Grantors' 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 its Trademarks, including those referred to on Schedule I hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all proceeds of the foregoing, including, without limitation, any claim by Grantors against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided, that no security interest shall be granted in any United States "intent to use" trademark 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 applications under applicable federal law; provided further, that "Trademark Collateral" shall include any proceeds of any such "intent to use" trademark applications.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of the Agent and Lenders with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Trademark Security Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Agent and Grantors.

5. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the internal laws of the State of New York.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page.

*[Signature Pages Follow]*

The undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

**GRANTORS:**

POMPHIAN, INC.

By: 

Name: James Casey

Title: Treasurer, Chief Financial Officer and Secretary

SUNSET OLIVE OIL LLC

By: 

Name: James Casey

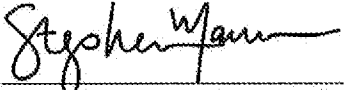
Title: Treasurer, Chief Financial Officer and Secretary

[Signature Page to Trademark Security Agreement]

**ACCEPTED AND ACKNOWLEDGED BY:**

**JPMORGAN CHASE BANK, N.A.,**

as Agent

By:   
Name: Stephen Marra  
Title: Authorized Officer

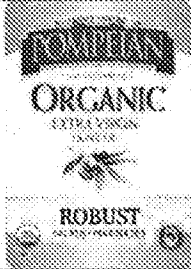


[Signature Page to Trademark Security Agreement]

SCHEDULE 1






to




TRADEMARK SECURITY AGREEMENT

US TRADEMARK REGISTRATIONS

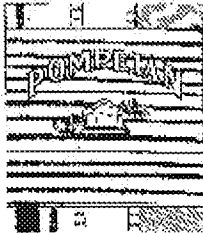
Mark	Country	Application No.	Registration No.	Owner
	US	90/432,168		Pompeian, Inc.
THE DIFFERENCE IS OUR QUALITY	US	90/432,149		Pompeian, Inc.
THE DIFFERENCE IS OUR CRAFTSMANSHIP	US	90/432,129		Pompeian, Inc.
THE DIFFERENCE IS OUR FARMERS	US	90/432,117		Pompeian, Inc.
SMOOTH	US	90/031,098	6,256,931	Pompeian, Inc.
	US	90/028,163	6,298,607	Pompeian, Inc.
PREMIUM SMOOTH SELECTION	US	90/028,151		Pompeian, Inc.
POMPEIAN	US	88/849,588	6,158,235	Pompeian, Inc.
THE DIFFERENCE IS	US	88/822,323		Pompeian, Inc.
GOURMET SELECTION	US	88/849,594	6,247,799	Pompeian, Inc.
	US	88/849,598	6,286,209	Pompeian, Inc.



Mark	Country	Application No.	Registration No.	Owner
	US	88/822,318	6,286,147	Pompeian, Inc.
	US	88/600,377	6,051,825	Pompeian, Inc.
POMPEIAN	US	88/004,415		Pompeian, Inc.
	US	88/399,538	5,963,342	Pompeian, Inc.
	US	88/326,913	5,963,200	Pompeian, Inc.
NOVEMBER MOON	US	88/326,920	5,963,201	Pompeian, Inc.
THE OLIVE OIL PEOPLE	US	87/726,609	5,858,138	Pompeian, Inc.
TREE TO BOTTLE	US	87/726,577		Pompeian, Inc.
	US	87/826,622	5,778,575	Pompeian, Inc.

Mark	Country	Application No.	Registration No.	Owner
SMOOTH	US	87/726,702	5,730,119 Supplemental Register	Pompeian, Inc.
	US	87/726,632	5,664,790	Pompeian, Inc.
	US	87/726,674	5,625,658	Pompeian, Inc.
	US	86/885,239	5,207,344	Pompeian, Inc.
THE OLIVE BRANCH PROJECT	US	86/878,698	5,207,331	Pompeian, Inc.
OLIVEXTRA	US	78/743,833	3,184,989	Pompeian, Inc.
POMPEIAN	US	78/173,134	2,750,546	Pompeian, Inc.

Mark	Country	Application No.	Registration No.	Owner
POMPEIAN	US	76/323,286	2,675,612	Pompeian, Inc.
	US	75/305,950	2,241,952	Pompeian, Inc.
POMPEIAN BALSAMIC VINEGAR	US	75/386,111	2,187,927	Pompeian, Inc.
SPANISH KITCHEN	US	75/386,110	2,187,926	Pompeian, Inc.
	US	73/810,016	1,586,969	Pompeian, Inc.
POMPEIAN	US	73/489,813	1,328,820	Pompeian, Inc.
AVALLO	US	73/073,976	1,056,189	Pompeian, Inc.
ROMANZA	US	73/050,962	1,040,177	Pompeian, Inc.

Mark	Country	Application No.	Registration No.	Owner
	US	71/267,994	0,252,247	Pompeian, Inc.