

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM665513

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dole Food Company, Inc.		08/03/2021	Corporation: NORTH CAROLINA
Bud Antle, Inc.		08/03/2021	Corporation: CALIFORNIA
Royal Packing LLC		08/03/2021	Limited Liability Company: CALIFORNIA
Dole Diversified North America, Inc.		08/03/2021	Corporation: FLORIDA
Dole Fresh Fruit Company		08/03/2021	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Coöperatieve Rabobank U.A., New York Branch, as Collateral Agent		
Street Address:	245 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 82			
Property Type	Number	Word Mark	
Registration Number:	3997811	ASIAN ISLAND CRUNCH	
Registration Number:	3997812	AUTUMN SPLENDOR	
Registration Number:	2243275	BAJELLA	
Registration Number:	3633294	BANANA-NANAS	
Registration Number:	6009187	BIG HEART	
Registration Number:	2349922	BOBBY BANANA	
Registration Number:	1639228	BUD	
Registration Number:	3979096	BUTTER BLISS	
Registration Number:	0704730	CABANA	
Registration Number:	0902697	CABANA	
Registration Number:	0719735	CABANA	
Registration Number:	3689206		
Registration Number:	2523157	CRANSTON CRANBERRY	

OP \$2065.00 3997811

Property Type	Number	Word Mark
Registration Number:	4696738	CRAVE. CREATE. CHOPPED.
Registration Number:	3815036	DISTINCTIVELY DOLE
Registration Number:	0508689	DOLE
Registration Number:	0615402	DOLE
Registration Number:	0641848	DOLE
Registration Number:	0528113	DOLE
Registration Number:	1335817	DOLE
Registration Number:	1653357	DOLE
Registration Number:	2314787	DOLE
Registration Number:	5865782	DOLE
Registration Number:	2246188	DOLE
Registration Number:	1494440	DOLE
Registration Number:	1586683	DOLE
Registration Number:	1960173	DOLE
Registration Number:	3476565	DOLE
Registration Number:	4296593	DOLE
Registration Number:	5672140	DOLE
Registration Number:	5094196	DOLE
Registration Number:	6003456	DOLE
Registration Number:	6003457	DOLE
Registration Number:	6158803	DOLE BOUNTIFUL BLEND
Registration Number:	6003491	DOLE BOUNTIFUL KIT
Registration Number:	6086641	DOLE BOUNTIFUL KIT
Registration Number:	3946803	DOLE CHERRY ALMOND BLEU
Registration Number:	4227474	DOLE EXTRA VEGGIE
Registration Number:	4791552	DOLE KALE CAESAR
Registration Number:	4629357	DOLE SALAD COMPANIONS
Registration Number:	4248994	DOLE SOFT SERVE
Registration Number:	4860352	DOLE TAKE AWAYS
Registration Number:	4043227	ENDLESS SUMMER
Registration Number:	2602882	EZ SLIP
Registration Number:	3376921	FRESH PICKED DOLE
Registration Number:	6322765	DOLE FRESH TAKES
Registration Number:	5062627	FRUIT STAR
Registration Number:	5062626	FRUIT STAR
Registration Number:	5113428	FRUIT STAR
Registration Number:	5062628	FRUIT STAR
Registration Number:	5062625	FRUIT STAR

Property Type	Number	Word Mark
Registration Number:	4610608	FULL OF YUM
Registration Number:	2235404	GREENER SELECTION
Registration Number:	2752421	GREENER SELECTION
Registration Number:	5062656	HANGIN' WITH A COOL BUNCH
Registration Number:	1566074	J. D. DOLE
Registration Number:	2622497	JUST LETTUCE
Registration Number:	0670702	KING SIZE
Registration Number:	4701243	NOURISH THE JOURNEY
Registration Number:	4227364	ONE CUT. ONE BITE.
Registration Number:	3997815	PERFECT HARVEST
Registration Number:	2384217	PINELLOPY PINEAPPLE
Registration Number:	0803190	ROYAL HAWAIIAN
Registration Number:	3997819	SELECTIONS OF THE SEASON
Registration Number:	5552551	SLAWESOME!
Registration Number:	3997816	SPRING FLING
Registration Number:	0903969	SUN GIANT
Registration Number:	2871529	SUN GIANT
Registration Number:	4289025	SUNNYRIDGE
Registration Number:	2203984	SWEET 'N RIPE
Registration Number:	4697410	TAKE AWAYS
Registration Number:	1265895	TROPICAL GOLD
Registration Number:	2757489	TROPICAL GOLD
Registration Number:	4701242	TUSCAN PICNIC
Registration Number:	2669647	VERY VEGGIE
Registration Number:	3371575	VERY VEGGIE
Registration Number:	4887074	WAIALUA ESTATE
Registration Number:	5048421	YOUR CHOICE
Serial Number:	88261314	BUD OF CALIFORNIA
Serial Number:	88261312	BUD OF CALIFORNIA
Serial Number:	90403195	DOLE JUST ADD: CHICKEN KIT
Serial Number:	90293600	PRIMORE

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

TRADEMARK

REEL: 007381 FRAME: 0223

Address Line 2:	Suite 125
Address Line 4:	Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
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SIGNATURE:	/Doris Ka/
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DATE SIGNED:	08/06/2021
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 3, 2021 (this “Trademark Security Agreement”), is made by each of the signatories identified on the signature pages hereto as a “Grantor” (collectively, the “Grantors”), is in favor of COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH, in its capacity as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, reference is made to that certain Credit Agreement, dated as of March 26, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among TOTAL PRODUCE PLC, TOTAL PRODUCE INTERNATIONAL HOLDINGS LIMITED, TOTAL PRODUCE IRELAND LIMITED, TOTAL PRODUCE INTERNATIONAL LIMITED, TOTAL PRODUCE C HOLDINGS LIMITED, TPH (UK) LIMITED, NORDIC FRUIT HOLDING AB, TOTAL PRODUCE USA HOLDINGS INC., TOTAL PRODUCE HOLDINGS B.V., and TOTAL PRODUCE NORDIC A/S (collectively, the “Borrowers”), certain other parties party thereto from time to time, the Lenders party thereto from time to time, COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH, as Revolving Administrative Agent, the Collateral Agent and BANK OF AMERICA, N.A., as Term Administrative Agent;

WHEREAS, in connection with the Credit Agreement, and pursuant to that certain Assumption Agreement (Security Agreement), dated as of the date hereof, the Grantors have been made party to that certain Security Agreement dated as of March 26, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and the Collateral Agent hereby agree as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, all of such Grantor’s right, title and interest in and to all of the following property, in each case, wherever located and whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, other than Excluded Assets (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(a) all Trademarks owned by such Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on Schedule I attached hereto; and

(b) to the extent not included in clause (a), all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above, the term Trademark Collateral shall not include, and this Trademark Security Agreement shall not constitute a grant of a security interest in, any Excluded Assets.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in furtherance, and not in limitation, of the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 4. Termination. The term of this Trademark Security Agreement shall be coterminous with the Security Agreement.


SECTION 5. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts (including by telecopy or other electronic transmission (including by “.pdf” or “.tif”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Trademark Security Agreement by facsimile transmission or other electronic transmission (including by “.pdf” or “.tif”) shall be as effective as delivery of a manually signed original.


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IN WITNESS WHEREOF, the parties have caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized signatory as of the date first above written.

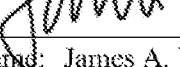
DOLE FOOD COMPANY, INC., as a Grantor

By: 
Name: James A. Despain
Title: Treasurer


BUD ANTLE, INC., as a Grantor

By: 
Name: James A. Despain
Title: Treasurer

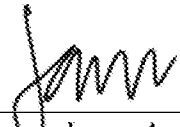
ROYAL PACKING LLC, as a Grantor

By: 
Name: James A. Despain
Title: Treasurer

DOLE DIVERSIFIED NORTH AMERICA,
INC., as a Grantor


By: 
Name: James A. Despain
Title: Treasurer

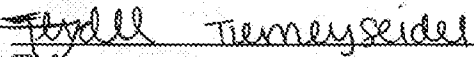
DOLE FRESH FRUIT COMPANY, as a
Grantor

By: 
Name: James A. Despain
Title: Treasurer

Accepted and Agreed:

COÖPERATIEVE RABOBANK U.A., NEW
YORK BRANCH, as Collateral Agent

By:  Eric Hurshman
Title: Managing Director

By:  Tyrell Tierney Seidel
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

United States Trademark Registrations:

Mark	Registration No.	Registration Date
ASIAN ISLAND CRUNCH	3997811	Jul 19, 2011
AUTUMN SPLENDOR	3997812	Jul 19, 2011
BAJELLA	2243275	May 4, 1999
BANANA-NANAS	3633294	Jun 2, 2009
BIG HEART	6009187	Mar 10, 2020
BOBBY BANANA	2349922	May 16, 2000
BUD & BANDED ROSEBUD DESIGN	1639228	Mar 26, 1991
BUTTER BLISS	3979096	Jun 14, 2011
CABANA	0704730	Sep 20, 1960
CABANA	0902697	Nov 17, 1970
CABANA & DESIGN	0719735	Aug 8, 1961
COFFEE PLANTATION & SUNRISE DESIGN	3689206	Sep 29, 2009
CRANSTON CRANBERRY	2523157	Dec 25, 2001
CRAVE. CREATE. CHOPPED.	4696738	Mar 3, 2015
DISTINCTIVELY DOLE	3815036	Jul 6, 2010
DOLE	0508689	Apr 19, 1949
DOLE	0615402	Nov 1, 1955
DOLE	0641848	Feb 19, 1957
DOLE	0528113	Jul 25, 1950
DOLE	1335817	May 14, 1985
DOLE	1653357	Aug 6, 1991
DOLE	2314787	Feb 1, 2000
DOLE	5865782	Sep 24, 2019
DOLE & Banana Character Design	2246188	May 18, 1999
DOLE & SUN DESIGN	1494440	Jun 28, 1988
DOLE & SUN DESIGN	1586683	Mar 13, 1990
DOLE & SUN DESIGN	1960173	Mar 5, 1996
DOLE & SUN DESIGN	3476565	Jul 29, 2008
DOLE & SUN DESIGN	4296593	Feb 26, 2013
DOLE & SUN DESIGN	5672140	Feb 12, 2019
DOLE & SUN DESIGN (BW)	5094196	Dec 6, 2016
DOLE AND LEAF DESIGN	6003456	Mar 3, 2020
DOLE AND LEAF DESIGN WITH CURVED LINE	6003457	Mar 3, 2020
DOLE BOUNTIFUL BLEND	6158803	Sep. 22, 2020
DOLE BOUNTIFUL KIT	6003491	Mar 3, 2020
DOLE BOUNTIFUL KIT & Design	6086641	Jun 23, 2020
DOLE CHERRY ALMOND BLEU	3946803	Apr 19, 2011

DOLE EXTRA VEGGIE	4227474	Oct 16, 2012
DOLE FRESH TAKES	6322765	Apr 13, 2021
DOLE KALE CAESAR	4791552	Aug 11, 2015
DOLE SALAD COMPANIONS	4629357	Oct 28, 2014
DOLE SOFT SERVE	4248994	Nov 27, 2012
DOLE TAKEAWAYS	4860352	Nov 24, 2015
ENDLESS SUMMER	4043227	Oct 18, 2011
EZ SLIP	2602882	Jul 30, 2002
FRESH PICKED DOLE and Design	3376921	Feb 5, 2008
FRESH TAKES & DOLE DESIGN	6322765	Apr 13, 2021
FRUIT STAR & DESIGN (in b&w)	5062627	Oct 18, 2016
FRUIT STAR & DESIGN (in color)	5062626	Oct 18, 2016
FRUIT STAR (STYLIZED IN B&W)	5113428	Jan 3, 2017
FRUIT STAR (STYLIZED IN COLOR)	5062628	Oct 18, 2016
FRUITSTAR	5062625	Oct 18, 2016
FULL OF YUM	4610608	Sep 23, 2014
GREENER SELECTION	2235404	Mar 23, 1999
GREENER SELECTION	2752421	Aug 19, 2003
HANGIN' WITH A COOL BUNCH	5062656	Oct 18, 2016
J. D. DOLE (SIGNATURE)	1566074	Nov 14, 1989
JUST LETTUCE	2622497	Sep 17, 2002
KING SIZE	0670702	Dec 2, 1958
NOURISH THE JOURNEY	4701243	Mar 10, 2015
ONE CUT. ONE BITE.	4227364	Oct 16, 2012
PERFECT HARVEST	3997815	Jul 19, 2011
PINELLOPY PINEAPPLE (STYLIZED)	2384217	Sep 5, 2000
ROYAL HAWAIIAN	0803190	Feb 1, 1966
SELECTIONS OF THE SEASON	3997819	Jul 19, 2011
SLAWESOME!	5552551	Aug 28, 2018
SPRING FLING	3997816	Jul 19, 2011
SUN GIANT	0903969	Dec 8, 1970
SUN GIANT & SUNRISE DESIGN	2871529	Aug 10, 2004
SUNNYRIDGE	4289025	Feb 12, 2013
SWEET N' RIPE	2203984	Nov 17, 1998
TAKE AWAYS	4697410	Mar 3, 2015
TROPICAL GOLD	1265895	Jan 31, 1984
TROPICAL GOLD	2757489	Aug 26, 2003
TUSCAN PICNIC	4701242	Mar 10, 2015
VERY VEGGIE	2669647	Dec 31, 2002
VERY VEGGIE	3371575	Jan 22, 2008
WAIALUA ESTATE	4887074	Jan 12, 2016
YOUR CHOICE	5048421	Sep 27, 2016

United States Trademark Applications:

Mark	Application No.	Application Date
BECOME & Design	90573098 (Pending ITU)	Mar 11, 2021
BUD OF CALIFORNIA	88261314	Jan 14, 2019
BUD OF CALIFORNIA AND ROSE DESIGN	88261312	Jan 14, 2019
DOLE JUST ADD: CHICKEN KIT	90403195	Dec 22, 2020
FRESH FOR FUTURE	90327823 (Pending ITU)	Nov 18, 2020
PLANT-POWERED LIFESTYLES	90543996 (Pending ITU)	Feb 24, 2021
PRIMORE	90293600	Nov 2, 2020