

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM669155

<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>
The Pictsweet Company		08/20/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	3455 Peachtree Road NE, 12th Floor		
<b>Internal Address:</b>	Mailcode GA7-024-12-05		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30326		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6028438	PICTSWEET FARMS	
<b>Registration Number:</b>	5808612	SEE THE VEGGIES!	
<b>Registration Number:</b>	5881474	FUSION FRIES	
<b>Registration Number:</b>	5504787	FRESH VEGETABLES SIMPLY FROZEN	
<b>Registration Number:</b>	5499331	SOUTHERN CLASSICS	
<b>Registration Number:</b>	4755192	PLATE MATES SIDE DISH SOLUTIONS	
<b>Registration Number:</b>	4747797	BRIGHT HARVEST	
<b>Registration Number:</b>	4759413	BRIGHT HARVEST SWEET POTATO CO.	
<b>Registration Number:</b>	5332429	QUALITY YOU CAN SEE...AND TASTE	
<b>Registration Number:</b>	3185430	FRESH FROZEN	
<b>Registration Number:</b>	3529429	STEAM'ABLES	
<b>Registration Number:</b>	5037314	PICTSWEET FARMS	
<b>Registration Number:</b>	3113447	FRESH FROZEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045228409		
<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>			
<b>Phone:</b>	4046815974		

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**Email:** aolchaskey@phrd.com  
**Correspondent Name:** Angela Amico Olchaskey  
**Address Line 1:** 303 Peachtree St NE St 3600  
**Address Line 4:** Atlanta, GEORGIA 30308

**NAME OF SUBMITTER:** /JonathanEBush/

**SIGNATURE:** /jeb/

**DATE SIGNED:** 08/20/2021

**Total Attachments: 5**

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August 20, 2021

Bank of America, N.A.  
3455 Peachtree Road NE, 12<sup>th</sup> Floor  
Mailcode GA7-024-12-05  
Atlanta, GA 30326

Ladies and Gentlemen:

Reference is made to that certain Trademark Security Agreement dated April 15, 2008, by and between The Pictsweet Company, a Delaware corporation ("Company"), and Bank of America, N.A., a national banking association ("Lender"), as recorded in the United States Patent and Trademark Office ("USPTO") on April 23, 2008, at Reel/Frame number 3764/879 (the "Trademark Security Agreement"). All capitalized terms used in this letter agreement, unless otherwise defined herein, shall have the meanings ascribed to such terms in that certain Loan and Security Agreement dated as of February 10, 2000 (as amended, modified and restated from time to time, the "Loan Agreement") between Company and Lender.

Pursuant to Section 6 of the Trademark Security Agreement, Company is obligated to give prompt notice to Lender whenever Company obtains rights to any new trademarks, or becomes entitled to the benefit of any trademark application or trademark or any renewal of any trademark.

Company acknowledges that it has obtained rights to the Trademarks (as defined below) listed on the attached Exhibit A-1. Lender and Company agree to amend the Trademark Security Agreement to include the Trademarks listed on Exhibit A-1 as provided below.

Exhibit A to the Trademark Security Agreement is hereby amended by adding to the list of Trademarks thereon those Trademarks listed on Exhibit A-1 attached hereto. Lender is hereby authorized to attach a copy of Exhibit A-1 to the Trademark Security Agreement as a supplement to Exhibit A thereto and to file a copy of the Trademark Security Agreement, as so supplemented, and/or of this letter agreement, with the USPTO at Company's expense.

To secure the prompt payment and performance to Lender of all of the Obligations, Company hereby grants and regrants to Lender a continuing security interest in and lien upon all of Company's right, title and interest in, to and under the following property, in each case whether now existing or hereafter acquired or arising and wherever the same may be located (the "Additional Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names, trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A-1 attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements or dilution thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names, trademark applications, service marks and service mark applications, together with the items described in clauses (i)-(iv), are collectively referred to herein as the "Trademarks");

(b) the goodwill of Company's business connected with and symbolized by each Trademark; and

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**TRADEMARK**  
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(c) all proceeds of the foregoing.

Company hereby covenants and warrants to Lender:

(a) that it is the sole and exclusive owner of the Additional Trademark Collateral and has the full authority to enter into this letter agreement and to grant the security interest and lien hereunder;

(b) that none of the Additional Trademark Collateral has heretofore been pledged, hypothecated or otherwise encumbered and the Additional Trademark Collateral is in all aspects free and clear of any encumbrances;

(c) that each of the Trademarks listed on Exhibit A-1 attached hereto is subsisting and has not been adjudged invalid or unenforceable, in whole or in part;

(d) that Company has not entered into any contract or made any commitment that will or may impair Lender's or any Lender's rights hereunder; and

(e) that none of the Additional Trademark Collateral or any rights therein shall be licensed or assigned in any manner without the prior written consent of Lender.

Company agrees to take such further actions as Lender shall request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein or any of the transactions contemplated hereby.

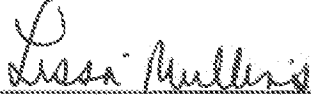
This letter agreement shall be effective upon execution by Company and acceptance by Lender (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Georgia. This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

[Remainder of page intentionally left blank;  
signatures begin on following page.]

If the terms of this letter agreement are acceptable to Lender, please evidence its agreement by executing the enclosed copy of this letter.

Very truly yours,

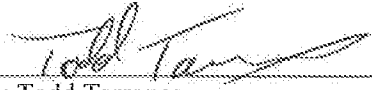
THE PICTSWEET COMPANY

By:   
Name: Lissa Mullins  
Title: Executive Vice President, Chief  
Financial Officer, Treasurer, and Assistant  
Secretary

[Signatures continue on following page.]

Accepted and agreed to this  
20th day of August, 2021;

**BANK OF AMERICA, N.A.**

By:   
Name: Todd Tarrance  
Title: Senior Vice President

Amendment to Trademark Security Agreement – 2021 (Pictsweet)

**TRADEMARK**  
**REEL: 007399 FRAME: 0114**

**EXHIBIT A-1**

**UNITED STATES FEDERAL TRADEMARK APPLICATIONS**

**None**

**UNITED STATES FEDERAL TRADEMARK REGISTRATIONS**

<b><u>TRADEMARK NAME</u></b>	<b><u>REGISTRATION NO.</u></b>	<b><u>REGISTRATION DATE</u></b>
Pictsweet Farms	6028438	04/07/20
See the Veggies	5808612	07/16/19
Fusion Fries	5881474	10/08/19
Fresh Vegetables Simply Frozen	5504787	06/26/18
Southern Classics	5499331	06/19/18
Plate Mates Side Dish Solutions	4755192	06/16/15
Bright Harvest	4747797	06/02/15
Bright Harvest Sweet Potato Co.	4759413	06/23/15
Quality You Can See . . . And Taste	5332429	11/14/17
Fresh Frozen	3185430	12/19/06
Steam'ables	3529429	11/04/18
Pictsweet Farms	5037314	09/06/2016
Fresh Frozen	3113447	07/11/06