

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671414

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900638276

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vision Produce Acquisition, LLC	FORMERLY APB, Inc., a California corporation	08/20/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Woodforest National Bank, as Agent
Street Address:	PO Box 7889
City:	The Woodlands
State/Country:	TEXAS
Postal Code:	77387
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	5610103	VAN GOGH MANGO
Registration Number:	5394828	LA VISIÓN CALIFORNIA OKRA
Registration Number:	5365062	LIME TIME
Registration Number:	5583466	LIME TIME
Registration Number:	4891949	LA VISIÓN CUCUMBERS
Registration Number:	4794511	YOUR DIRECT LINK TO THE GROWER
Registration Number:	4967239	LA VISIÓN HONEYDEW MELON
Registration Number:	4865638	MANGO MAGIC
Registration Number:	4967240	LA VISIÓN SQUASH
Registration Number:	4967241	LA VISIÓN
Registration Number:	5070932	CALIFORNIA CHILE COMPANY
Registration Number:	4967242	VAN GOGH MANGO
Registration Number:	4865640	VAN GOGH MANGO
Registration Number:	4865639	MANGO MAGIC
Registration Number:	5005816	VISION PRODUCE COMPANY
Registration Number:	4962457	VISION PRODUCE COMPANY

CORRESPONDENCE DATA

TRADEMARK

Fax Number: 3125774565

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: 312-577-8265

Email: kristin.brozovic@katten.com

Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe St

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	389055-30
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NAME OF SUBMITTER:	Kristin Brozovic
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SIGNATURE:	/Kristin Brozovic/
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DATE SIGNED:	08/31/2021
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of **August 20, 2021** (the “**Effective Date**”) by Vision Produce Acquisition, LLC, a Delaware limited liability company (formerly known as APB, Inc., a California corporation) (“**Grantor**”) in favor of Woodforest National Bank, a national banking association, as administrative agent for the Lenders from time to time party to the Credit Agreement (in such capacity, the “**Agent**”).

RECITALS:

WHEREAS, reference is made to (i) that certain Guarantee and Security Agreement, dated as of May 6, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Security Agreement**”), among the Grantor, certain other grantors party thereto, and the Agent and (ii) that certain Credit Agreement, dated as of May 6, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), between the Loan Parties party thereto, the Lenders from time to time party thereto and the Agent; and

WHEREAS, under the terms of the Guarantee and Security Agreement, Grantor has (i) as collateral security for the Obligations, granted to the granted to the Agent for the ratable benefit of the Secured Parties a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the Collateral (as defined in the Guarantee and Security Agreement), including, without limitation, certain intellectual property of Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor and the Agent agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Security Agreement or the Credit Agreement. The rules of construction specified in Section 1.2 of the Credit Agreement apply to this Agreement.

Section 2. Grant of Security. As collateral security for the Obligations, Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the following (collectively, the “**Trademark Collateral**”):

(a) (1) all trademarks, trademark registrations, interests under trademark license agreements, trade names, trademark applications, service marks, business names, trade styles, trade secrets, designs, logos and other source or business identifiers which are used in the United States or any state, territory or possession thereof, or in any other place, nation or jurisdiction anywhere in the world, including the trademark registrations and applications listed on **Schedule 1**, (2) all income, royalties, damages and payments now and hereafter due and/or payable with respect to any such mark, including damages and payments for past, present or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, (4) rights corresponding thereto throughout the world, and (5) renewals and proceeds of any of the foregoing (collectively, the “**Trademarks**”); and

(b) all goodwill associated with or symbolized by the Trademarks.

Notwithstanding the foregoing, no security interest is granted in any "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 registrability, validity or enforceability of such applications under applicable federal law; provided that, at such time any such "intent to use" Trademark application matures into an "actual use" Trademark application by Grantor's receipt of a written notification from the United States Patent and Trademark Office of its acceptance of either an "Amendment to Alleged Use" or "Statement of Use," such "intent to use" Trademark application shall immediately be included in the Trademark Collateral, and any security interest that would otherwise be granted herein shall attach immediately to such "actual use" Trademark application.

Section 3. Recordation. Grantor authorizes and requests that the United States Patent and Trademark Office and any other applicable government office record this Agreement.

Section 4. Counterparts. This Agreement 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. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 5. Governing Law. This Agreement and the rights and obligations of the Grantor hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of California (without regard to its choice of law rules).

Section 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Guarantee and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Guarantee and Security Agreement or the Credit Agreement, the provisions of the Guarantee and Security Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

VISION PRODUCE ACQUISITION,
LLC, a Delaware limited liability company

By: 

Name: Bruno Adoric

Title: Authorized Signatory

WOODFOREST NATIONAL BANK, as Agent





By: *Rachel D. Wolfe*



Name: Rachel D. Wolfe

Title: Senior Vice President

SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
 VAN GOGH MANGO	87753811	1/12/2018	5610103	11/20/2018	Registered	APB, Inc.
 LA VISION CALIFORNIA OKRA	87479609	6/7/2017	5394828	2/6/2018	Registered	APB, Inc.
LIME TIME LIME TIME	87472260	6/1/2017	5365062	12/26/2017	Registered	APB, Inc.
 LIME TIME	87472272	6/1/2017	5583466	10/16/2018	Registered	APB, Inc.
 LA VISION CUCUMBERS	86607998	4/23/2015	4891949	1/26/2016	Registered	APB, Inc.
YOUR DIRECT LINK TO THE GROWER YOUR DIRECT LINK TO THE GROWER	86496763	1/6/2015	4794511	8/18/2015	Registered	APB, Inc.

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
 LA VISIÓN HONEYDEW MELON	86496776	1/6/2015	4967239	5/31/2016	Registered	APB, Inc.
MANGO MAGIC MANGO MAGIC	86496788	1/6/2015	4865638	12/8/2015	Registered	APB, Inc.
 LA VISIÓN SQUASH	86496781	1/6/2015	4967240	5/31/2016	Registered	APB, Inc.
LA VISIÓN LA VISIÓN	86496783	1/6/2015	4967241	5/31/2016	Registered	APB, Inc.
 CALIFORNIA CHILE COMPANY	86496769	1/6/2015	5070932	11/1/2016	Registered	APB, Inc.
 VAN GOGH MANGO	86496801	1/6/2015	4967242	5/31/2016	Registered	APB, Inc.
VAN GOGH MANGO	86496798	1/6/2015	4865640	12/8/2015	Registered	APB, Inc.

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
VAN GOGH MANGO						
 MANGO MAGIC	86496793	1/6/2015	4865639	12/8/2015	Registered	APB, Inc.
 VISION PRODUCE COMPANY	86496810	1/6/2015	5005816	7/26/2016	Registered	APB, Inc.
VISION PRODUCE COMPANY VISION PRODUCE COMPANY	86496805	1/6/2015	4962457	5/24/2016	Registered	APB, Inc.