

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM673751

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ITALIAN ROSE GARLIC PRODUCTS LLC		09/10/2021	Limited Liability Company: DELAWARE
LA MEXICANA LLC		09/10/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	TCG SENIOR FUNDING L.L.C.
<b>Street Address:</b>	1 VANDERBILT AVENUE
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
<b>Serial Number:</b>	88314772	TABLA FRESCA FARMSTAND
<b>Serial Number:</b>	88314648	TABLA FRESCA FARMSTAND
<b>Registration Number:</b>	5345880	ITALIAN ROSE
<b>Registration Number:</b>	5294155	ITALIAN ROSE
<b>Registration Number:</b>	4498577	PARTY CRASHERS
<b>Registration Number:</b>	4300148	ITALIAN ROSE
<b>Registration Number:</b>	6180841	LA MEXICANA
<b>Registration Number:</b>	1720481	

## CORRESPONDENCE DATA

Fax Number: 3105572193

*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: 310-557-2900

Email: KLATHROP@PROSKAUER.COM

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	22335.076
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/
<b>DATE SIGNED:</b>	09/10/2021

**Total Attachments: 5**

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## GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of September 10, 2021, is made by the undersigned (individually, a "Grantor" and collectively, the "Grantors"), in favor of TCG SENIOR FUNDING L.L.C. as collateral agent (in such capacity, the "Agent") in connection with that certain Credit Agreement, dated as of June 10, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Apollo BidCo, Inc., a Delaware corporation ("Holdings"), Apollo Merger Subsidiary, Inc., a Delaware corporation (the "Initial Borrower"), LVF Holdings, Inc., a Delaware corporation (the "Company"), the lending institutions from time to time parties thereto (each a "Lender" and, collectively, the "Lenders") and TCG SENIOR FUNDING L.L.C., as collateral agent (in such capacity, together with its successors and assigns, the "Collateral Agent") for the benefit of the Secured Parties.

### W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Security Agreement, dated June 10, 2021, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of their respective rights, titles and interests in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor's rights, titles and interests in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties 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; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully


set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ITALIAN ROSE GARLIC PRODUCTS LLC  
LA MEXICANA LLC,  
each as a Grantor

By:   
Name: Tom N. Davis, III  
Title: Chief Executive Officer

TCG SENIOR FUNDING L.L.C.,  
as the Collateral Agent

By:   
Name: Joshua Lefkowitz  
Title: Managing Director

[Signature Page to Grant of Security Interest in Trademark Rights]

**TRADEMARK**  
**REEL: 007418 FRAME: 0662**

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

**Trademark Registrations and Applications:**

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Italian Rose Garlic Products LLC	88314772	N/A	TABLA FRESCA FARMSTAND
Italian Rose Garlic Products LLC	88314648	N/A	TABLA FRESCA FARMSTAND
Italian Rose Garlic Products LLC	87435292	5345880	ITALIAN ROSE
Italian Rose Garlic Products LLC	87128919	5294155	ITALIAN ROSE
Italian Rose Garlic Products LLC	85520265	4498577	PARTY CRASHERS
Italian Rose Garlic Products LLC	85514778	4300148	ITALIAN ROSE
La Mexicana LLC	88307211	6180841	LA MEXICANA
La Mexicana LLC	74070070	1720481	