

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM677016

<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>
Global Food and Ingredients Inc.		08/27/2021	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., Toronto Branch		
<b>Street Address:</b>	66 Wellington Street W.		
<b>Internal Address:</b>	Suite 4500, TD Bank Tower		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5K1E7		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90164994	NORTH LILY	
<b>Serial Number:</b>	90151828	GFI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2163634588		
<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>	2163634677		
<b>Email:</b>	dpoirier@beneschlaw.com		
<b>Correspondent Name:</b>	DUNCAN POIRIER		
<b>Address Line 1:</b>	200 PUBLIC SQUARE		
<b>Address Line 2:</b>	SUITE 2300		
<b>Address Line 4:</b>	CLEVELAND, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	75298-1		
<b>NAME OF SUBMITTER:</b>	Duncan Poirier		
<b>SIGNATURE:</b>	/Duncan Poirier/		
<b>DATE SIGNED:</b>	09/27/2021		
<b>Total Attachments: 6</b>			
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**INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT (this **Agreement**), dated as of August 27, 2021, is made by GLOBAL FOOD AND INGREDIENTS INC. (the **Grantor**) in favor of JPMorgan Chase Bank, N.A., Toronto Branch, (the **Secured Party**).

**WITNESSETH:**

**WHEREAS** the Grantor is the registered owner of (i) the Canadian trademarks and trademark applications listed in Schedule "A" hereto (collectively, the **Canadian Trademarks**), and (ii) the United States trademarks and trademark applications listed in Schedule "B" hereto (collectively, the **US Trademarks** and together with the Canadian Trademarks, the **Intellectual Property**);

**WHEREAS** the Secured Party and the Grantor have entered into that certain pledge and security agreement dated as of the date hereof as collateral security for the payment and performance of certain obligations as more fully described therein (the **Security Document**), pursuant to which the Grantor granted to the Secured Party a security interest in and to, among other things, the Intellectual Property;

**WHEREAS** the Grantor and the Secured Party have perfected the Security Document in the Intellectual Property in accordance with applicable law, including the laws of the Province of Ontario; and

**WHEREAS** the Grantor and the Secured Party have agreed to enter into this Agreement for the purposes of recording the Security Document and the security created thereunder in the Intellectual Property with the Canadian Intellectual Property Office (the **CIPO**) and the United States Patent and Trademark Office (the **USPTO**).

**NOW THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor and the Secured Party hereby agree as follows:

1. The Grantor and the Secured Party hereby confirm that they have entered into the Security Document and that, pursuant to the Security Document, the Grantor has granted to and in favour of the Secured Party a security interest in and to, among other things, the Intellectual Property.
2. The Grantor and the Secured Party hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Intellectual Property are more fully set forth in the Security Document and that in the event of a conflict between the provisions of this Agreement and the provisions of the Security Document, the terms of the Security Document shall control.
3. The Grantor and the Secured Party hereby authorize and request that the commissioner, registrar or any other applicable government officer of the CIPO record this Agreement with respect to the Canadian Trademarks.
4. The Grantor and the Secured Party hereby authorize and request that the commissioner, registrar or any other applicable government officer of the USPTO record this Agreement with respect to the US Trademarks.
5. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
6. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to the conflict of law principles.

7. The parties hereto have expressly required that this Agreement and all deeds, documents and notices relating thereto be drafted in the English language. *Les parties aux présentes ont expressément exigé que le présent acte et tout autre contrat, document et avis qui y sont afférents soient rédigés en langue anglaise.*

**[SIGNATURE PAGES FOLLOW]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Intellectual Property Confirmatory Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.

**GLOBAL FOOD AND INGREDIENTS INC.,**  
as Grantor

By: Bill Murray

Name: Bill Murray

Title: Chief Financial Officer

[Signatures continue on next page]

**JPMORGAN CHASE BANK, N.A., TORONTO  
BRANCH,**  
as Secured Party

By: A. Marchetti  
Name: Auggie Marchetti  
Title: Authorized Officer

**SCHEDULE "A"**

**CANADIAN TRADEMARKS**

<b>Trademark</b>	<b>Registration/Application Date</b>	<b>Registration No./ Application No.</b>
NORTH LILY	09/08/2020	2050178
OSCAR	09/01/2020	2048959
GFI & Design	09/01/2020	2048960

**SCHEDULE "B"**

**UNITED STATES TRADEMARKS**

<b>Trademark</b>	<b>Registration/Application Date</b>	<b>Registration No./ Application No.</b>
NORTH LILY	09/08/2020	90164994
GFI (Stylized & Design)	09/01/2020	90151828