TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM682180

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT-SECOND LIEN

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FLORIDA FOOD PRODUCTS, LLC		10/18/2021	Limited Liability Company: FLORIDA
AMELIA BAY, LLC		10/18/2021	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	10 S DEARBORN ST.
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	6151160	AMELIA BAY
Registration Number:	4208153	FIBERGEL LC
Registration Number:	3429173	VEG STABLE

CORRESPONDENCE DATA

Fax Number: 2124552502

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: 2124553605
Email: ksolomon@stblaw.com
Correspondent Name: GENEVIEVE DORMENT, ESQ.
Address Line 1: SIMPSON THACHER & BARTLETT LLP
Address Line 2: 425 LEXINGTON AVENUE
Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/2358
NAME OF SUBMITTER:	GENEVIEVE DORMENT
SIGNATURE:	/GD/
DATE SIGNED:	10/19/2021

CH $90.00 6151160

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 18, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Trademark Security Agreement***"), is made by the Persons listed on the signature pages hereof (the "***Pledgors***", and each, a "***Pledgor***") in favor of JPMorgan Chase Bank, N.A., as collateral agent (together with its permitted successors in such capacity the "***Collateral Agent***") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, FLORIDA FOOD PRODUCTS, LLC, a Florida limited liability company (the "***Borrower***"), has entered into that certain Second Lien Credit Agreement, dated as of October 18, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"), with FLORIDA FOOD HOLDING CORP., a Delaware corporation ("***Holdings***"), JPMORGAN CHASE BANK, N.A., as the Administrative Agent and Collateral Agent and as the Swingline Lender (as defined in the Credit Agreement), and the Lenders and L/C Issuers (each as defined in the Credit Agreement) party thereto;

WHEREAS, each Pledgor is party to that certain Second Lien Pledge and Security Agreement, dated as of October 18, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Security Agreement***"; capitalized terms used and not defined herein have the respective meanings assigned thereto in the Security Agreement), by the Borrower, Holdings, each Pledgor and each of the other grantors party thereto from time to time in favor of the Collateral Agent; and

WHEREAS, pursuant to the Security Agreement, each Pledgor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, all Trademarks of such Pledgor, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the USPTO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor agrees as follows:

Section 1. Grant of Security. Each Pledgor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Pledgor's right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired (the "***Collateral***"):

(a) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein), together with the goodwill symbolized thereby (the "***Trademarks***");

(b) all recordings of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Pledgor accruing thereunder or pertaining thereto;

(c) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(d) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (d), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Assets.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by each Pledgor under this Trademark Security Agreement secures the prompt and complete payment or performance, as the case may be, in full when due of the Secured Obligations of such Pledgor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Pledgor, the payment of all amounts that constitute part of the Secured Obligations (as defined in the Security Agreement) that would be owed by such Pledgor to any Secured Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

Section 3. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

Section 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto in different counterparts), each of which shall be deemed an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile, scan, photograph or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. The words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Trademark Security Agreement or in any amendment or other modification hereof or thereof (including waivers and consents) shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

FLORIDA FOOD PRODUCTS, LLC
AMELIA BAY, LLC

By: _____
Name: James Holdrieth
Title: Chief Executive Officer

Signature Page to Trademark Security Agreement (Second Lien)

Schedule A to the Trademark Security Agreement

Trademarks

Trademark	Reg. #	Appl. #	Owner
AMELIA BAY	6151160	88661690	Amelia Bay, LLC
FIBERGEL LC	4208153	76710126	Florida Food Products, LLC
VEG STABLE	3429173	76682715	Florida Food Products, LLC

Trademark Applications

None.

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