

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM684865

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Garden Fresh Gourmet, LLC		11/01/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal, as Agent		
<b>Street Address:</b>	115 South LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3554816	HUMMUS TOPPERS	
<b>Registration Number:</b>	2916050	GARDEN FRESH GOURMET	
<b>Registration Number:</b>	2692792	GARDEN FRESH GOURMET	
<b>Registration Number:</b>	3155985	JACK'S SPECIAL	
<b>Registration Number:</b>	3820914	WILD MILD	
<b>Registration Number:</b>	5055864	SIMPLE EARTH	
<b>Registration Number:</b>	5083214	GARDEN FRESH GOURMET	
<b>Registration Number:</b>	5347365	GARDEN FRESH GOURMET	
<b>Registration Number:</b>	4196041	MOE & JOE'S	
<b>Registration Number:</b>	3685752	EL MATADOR	
<b>Registration Number:</b>	3724820	BASHA	
<b>Registration Number:</b>	1973969	GET OFF THE BOTTLE ... TRY IT FRESH!	
<b>Registration Number:</b>	4631802		
<b>Registration Number:</b>	4631801		
<b>Registration Number:</b>	4194809		
<b>Registration Number:</b>	6471951		
<b>Registration Number:</b>	6471953		
<b>Registration Number:</b>	6471955		
<b>Registration Number:</b>	6471956		
<b>TRADEMARK</b>			

OP \$565.00 3554816

Property Type	Number	Word Mark
Registration Number:	6471957	
Registration Number:	6471958	
Registration Number:	6471954	

**CORRESPONDENCE DATA**

**Fax Number:** 8888295817  
*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:** 888-829-5819  
**Email:** john.cunningham@wolterskluwer.com  
**Correspondent Name:** CT Corporation  
**Address Line 1:** 208 S. LaSalle  
**Address Line 2:** Suite 814  
**Address Line 4:** Chicago, ILLINOIS 60604

<b>NAME OF SUBMITTER:</b>	Diandra M. LaMantia
<b>SIGNATURE:</b>	/Diandra M. LaMantia/
<b>DATE SIGNED:</b>	11/01/2021

**Total Attachments: 7**

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- source=Trademark Security Agreement - Garden Fresh Gourmet, LLC#page2.tif
- source=Trademark Security Agreement - Garden Fresh Gourmet, LLC#page3.tif
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- source=Trademark Security Agreement - Garden Fresh Gourmet, LLC#page5.tif
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- source=Trademark Security Agreement - Garden Fresh Gourmet, LLC#page7.tif

## TRADEMARK COLLATERAL AGREEMENT

This 1 day of November, 2021, GARDEN FRESH GOURMET, LLC, a Delaware limited liability company (“*Debtor*”), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal (“*BMO*”), acting as administrative agent hereunder for the Secured Creditors (as defined in the Security Agreement referred to below) (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Trademark Collateral*”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations (as defined in the Credit Agreement (as defined in the Security Agreement)) of Debtor as set out in that certain U.S. Security Agreement, dated as of the date hereof, by and among Debtor and the other parties to such Security Agreement signing as “*Debtors*” thereto, and Agent, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any Excluded Collateral (as defined in the Security Agreement).

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks,

trademark registrations, and trademark applications made and granted hereby 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. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

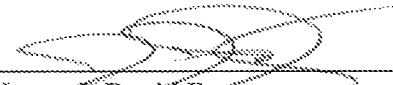
This Trademark Collateral Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the Facility Termination Date (as defined in the Credit Agreement). Upon the termination of this Trademark Collateral Agreement, the Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Debtor to evidence and record the release of the security interests in the Trademark Collateral granted herein.

This Trademark Collateral 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 Trademark Collateral Agreement by facsimile or in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Trademark Collateral Agreement. This Trademark Collateral Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the laws of the State of New York. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

GARDEN FRESH GOURMET, LLC

By:   
Name: J. David Foster  
Title: Vice President and Assistant Secretary

Accepted and agreed to as of the date and year first above written.

BANK OF MONTREAL, as Agent

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

GARDEN FRESH GOURMET, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and agreed to as of the date and year first above written.

BANK OF MONTREAL, as Agent

By Betzaida Erdelyi  
Name: Betzaida Erdelyi  
Its: Managing Director

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**FEDERAL TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

TERRITORY	FILE TYPE	TITLE	OWNER/ ASSIGNEE	FILING DATE	FILING NUMBER	PUBLICA- TION DATE	ISSUE DATE	REGISTRATI ON NUMBER
UNITED STATES OF AMERICA	MARK	HUMMUS TOPPERS	Garden Fresh Gourmet, LLC	2007-06-29	77-219,103		2008-12-30	3,554,816
UNITED STATES OF AMERICA	MARK	GARDEN FRESH GOURMET	Garden Fresh Gourmet, LLC	2003-04-26	78-242,454		2005-01-04	2,916,050
UNITED STATES OF AMERICA	MARK	GARDEN FRESH GOURMET	Garden Fresh Gourmet, LLC	2002-03-18	76-384,191		2003-03-04	2,692,792
UNITED STATES OF AMERICA	MARK	JACK'S SPECIAL	Garden Fresh Gourmet, LLC	2003-04-26	78-242,450		2006-10-17	3,155,985
UNITED STATES OF AMERICA	MARK	WILD MILD	Garden Fresh Gourmet, LLC	2009-10-27	77-858,309		2010-07-20	3,820,914
UNITED STATES OF AMERICA	MARK	SIMPLE EARTH	Garden Fresh Gourmet, LLC	2015-08-05	86-715,657		2016-10-04	5,055,864
UNITED STATES OF AMERICA	MARK	GARDEN FRESH GOURMET	Garden Fresh Gourmet, LLC	2015-07-13	86-691,325		2016-11-15	5,083,214
UNITED STATES OF AMERICA	MARK	GARDEN FRESH GOURMET	Garden Fresh Gourmet, LLC	2016-08-25	87-151,063		2017-11-28	5,347,365
UNITED STATES OF AMERICA	MARK	MOE & JOE'S	Garden Fresh Gourmet, LLC	2011-04-15	85-976,939		2012-08-21	4,196,041
UNITED STATES OF AMERICA	MARK	EL MATADOR	Garden Fresh Gourmet, LLC	2009-03-05	77-684,143		2009-09-22	3,685,752
UNITED STATES OF AMERICA	MARK	BASHA	Garden Fresh Gourmet, LLC	2009-03-06	77-685,457		2009-12-15	3,724,820
UNITED STATES OF AMERICA	MARK	GET OFF THE BOTTLE ... TRY IT FRESH!	Garden Fresh Gourmet, LLC	1993-10-25	74-450,289		1996-05-14	1,973,969

UNITED STATES OF AMERICA	MARK	COUVERCLE VERT ( DESSIN)	Garden Fresh Gourmet, LLC	2014-03-19	86-225,692		2014-11-04	4,631,802
UNITED STATES OF AMERICA	MARK	COUVERCLE BLEU ( DESSIN)	Garden Fresh Gourmet, LLC	2014-03-19	86-225,683		2014-11-04	4,631,801
UNITED STATES OF AMERICA	MARK	COUVERCLE NOIR ( DESSIN)	Garden Fresh Gourmet, LLC	2011-01-04	85-977,171		2012-08-21	4,194,809
UNITED STATES OF AMERICA	MARK	PURPLE COVER (DESIGN)	Garden Fresh Gourmet, LLC	2020-02-19	88-801,986	2020-12-29	2021-08-31	6471951
UNITED STATES OF AMERICA	MARK	ORANGE COVER (DESIGN)	Garden Fresh Gourmet, LLC	2020-02-19	88-801,998	2020-12-29	2021-08-31	6471953
UNITED STATES OF AMERICA	MARK	FUCHSIA COVER (DESIGN)	Garden Fresh Gourmet, LLC	2020-02-19	88-802,031	2020-12-29	2021-08-31	6471955
UNITED STATES OF AMERICA	MARK	BEIGE COVER (DESIGN)	Garden Fresh Gourmet, LLC	2020-02-19	88-802,040	2020-12-29	2021-08-31	6471956
UNITED STATES OF AMERICA	MARK	PINK COVER (DESIGN)	Garden Fresh Gourmet, LLC	2020-02-19	88-802,066	2020-12-29	2021-08-31	6471957
UNITED STATES OF AMERICA	MARK	RED AND ORANGE COVER (DESIGN)	Garden Fresh Gourmet, LLC	2020-02-19	88-802,074	2020-12-29	2021-08-31	6471958
UNITED STATES OF AMERICA	MARK	YELLOW COVER (DESIGN)	Garden Fresh Gourmet, LLC	2020-02-19	88-802,016	2020-12-29	2021-08-31	6471954