

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689373

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brothers International Food, LLC		11/19/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Capital One, National Association, as Agent		
Street Address:	Two Bethesda Metro Center		
Internal Address:	Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4994560	AUTHENTICA	
Registration Number:	4994561	AUTHENTICA	
Registration Number:	4999659	AUTHENTICA SANGRIA	
Registration Number:	4573918	BERRY SANGRIA	
Registration Number:	3925271	BROTHERS ALL NATURAL	
Registration Number:	3431191	BROTHERS ALL NATURAL	
Serial Number:	90033245	CITRUS SPIKES	
Registration Number:	5064183	FROM THE FARM	
Registration Number:	4177388	FRUIT CLUSTERS	
Registration Number:	2914664	LOST VINEYARDS	
Registration Number:	4156488	LOST VINEYARDS TREEHUGGER	
Registration Number:	3274611	THE ONE MOTHER NATURE WOULD EAT	
Registration Number:	5102138	TIKI TONGA SANGRIA	
CORRESPONDENCE DATA			
Fax Number:			
<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>			

OP \$340.00 4994560

Phone: 8888295817
Email: trevor.harris@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 208 South LaSalle St.
Address Line 2: Suite 814
Address Line 4: Chicago, ILLINOIS 60604

NAME OF SUBMITTER: Diandra M. LaMantia

SIGNATURE: /Diandra M. LaMantia/

DATE SIGNED: 11/19/2021

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 19, 2021, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Capital One, National Association (“Capital One”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 19, 2021 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among BROTHERS INTERNATIONAL FOOD INTERMEDIATE, LLC, a Delaware limited liability company (“Holdings”), BROTHERS INTERNATIONAL FOOD, LLC, a Delaware limited liability company (“Brothers”), and DENNICK FRUITSOURCE, LLC, a Florida limited liability company (the “Closing Date Target”; and effective immediately upon the consummation of the Closing Date Acquisition, a “Borrower” and together with Brothers, the “Borrowers”), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Capital One, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.]

Notwithstanding anything to the contrary, the “Trademark Collateral” excludes any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Subject to the terms of the Guaranty and Security Agreement, each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark subject to a security interest hereunder.


Section 5. Counterparts. This Trademark Security 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

BROTHERS INTERNATIONAL FOOD, LLC,
as Grantor

By: 
Name: Travis Betters
Title: President

ACCEPTED AND AGREED
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION, as Agent

By: _____
Name: _____
Title: _____


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

BROTHERS INTERNATIONAL FOOD, LLC,
as Grantor

By: _____
Name: _____
Title: _____




ACCEPTED AND AGREED
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION, as Agent


By:  _____
Name: Mauro Matis
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Owner	Mark	Jurisdiction	Registration Number	Dated Issued
Brothers International Food, LLC	AUTHENTICA	United States	4994560	July 5, 2016
Brothers International Food, LLC	AUTHENTICA and Design 	United States	4994561	July 5, 2016
Brothers International Food, LLC	AUTHENTICA SANGRIA and Design 	United States	4999659	July 12, 2016
Brothers International Food, LLC	BERRY SANGRIA	United States	4573918	July 22, 2014
Brothers International Food, LLC	BROTHERS ALL NATURAL	United States	3925271	March 1, 2011
Brothers International Food, LLC	BROTHERS ALL NATURAL and Design 	United States	3431191	May 20, 2008
Brothers International Food, LLC	CITRUS SPIKES	United States	SN: 90033245	Filed July 2, 2020
Brothers International Food, LLC	FROM THE FARM	United States	5064183	October 18, 2016
Brothers International Food, LLC	FRUIT CLUSTERS	United States	4177388	July 17, 2012

Owner	Mark	Jurisdiction	Registration Number	Dated Issued
Brothers International Food, LLC	LOST VINEYARDS and Design 	United States	2914664	December 28, 2004
Brothers International Food, LLC	LOST VINEYARDS TREEHUGGER	United States	4156488	June 12, 2012
Brothers International Food, LLC	THE ONE MOTHER NATURE WOULD EAT	United States	3274611	August 7, 2007
Brothers International Food, LLC	TIKI TONGA SANGRIA	United States	5102138	December 13, 2016
Brothers International Food, LLC	BROTHERS ALL NATURAL and Design 	Canada	TMA950046	September 21, 2015
Brothers International Food, LLC	BROTHERS-ALL-NATURAL	Canada	TMA851635	May 24, 2013
Brothers International Food, LLC	BROTHERS ALL NATURAL and Design 	China	8068529	March 14, 2012
Brothers International Food, LLC	BROTHERS ALL NATURAL and Design 	China	8068528	March 14, 2012

Owner	Mark	Jurisdiction	Registration Number	Dated Issued
Brothers International Food, LLC	BROTHERS ALL NATURAL and Design 	China	18085704	September 7, 2017
Brothers International Food, LLC	BROTHERS-ALL-NATURAL	Mexico	1262838	January 25, 2012