# OP \$215.00 450908

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM698106

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Security Agreement	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Country Pure Foods, LLC		12/22/2021	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	BMO Harris Bank N.A., as Administrative Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		

### **PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	4509080	V BLEND
Registration Number:	4006835	TROPICAL SELECT
Registration Number:	4851467	TROPICAL SELECT NATURALS
Registration Number:	3975449	JUICE4U
Registration Number:	3736278	COUNTRY PURE FOODS
Registration Number:	1915285	SELECT GROVE
Serial Number:	97162782	SMART ICE
Registration Number:	2634584	COUNTRY PURE FOODS

### **CORRESPONDENCE DATA**

Fax Number:

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:** 18888295817

**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:	12/28/2021		
Total Attachments: 4			
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### **GRANT OF A SECURITY INTEREST -- TRADEMARKS**

This Trademark Security Agreement (this "<u>Trademark Security Agreement</u>") is made as of December 22, 2021 by COUNTRY PURE FOODS, LLC, a Delaware limited liability company ("<u>Grantor</u>"), in favor of BMO HARRIS BANK N.A., in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, "<u>Grantee</u>").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached <u>Schedule A</u>, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated December 22, 2021 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Credit Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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

COUNTRY PURE FOODS, LLC

By:

Name: Scott E. Gerhartz

Title: Chief Financial Officer

Trademark Security Agreement

# SCHEDULE A TO GRANT OF A SECURITY INTEREST

Mark	Application No.	Application Date	Registration No.	Registration Date
	N/A	N/A	4,509,080	Apr. 8, 2014
TROPICAL SELECT	N/A	N/A	4,006,835	Aug. 2, 2011
TROPICAL SELECT NATURALS	N/A	N/A	4,851,467	Nov. 10, 2015
JUICE 4U!	N/A	N/A	3,975,449	Jun. 7, 2011
	N/A	N/A	3,736,278	Jan. 12, 2010
COUNTRY PURE FOODS	N/A	N/A	2,634,584	Oct. 15, 2002
SELECT GROVE	N/A	N/A	1,915,285	Aug. 29, 1995
SMART ICE	97/162782	Dec. 8, 2021	N/A	N/A
V BLEND	N/A	Dec. 17, 2021	N/A	N/A

**RECORDED: 12/28/2021**