

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM702753

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Safe Foods Corporation		11/17/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as Collateral Agent		
Street Address:	520 Madison Ave		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2650567	FRESHLIGHT	
Registration Number:	2432303	SAFE FOODS CORPORATION	
Registration Number:	2879775	SECURE	
Registration Number:	3054364	SAFE FOODS	
Registration Number:	5018464	CITRILOW	
Registration Number:	5018465	PERAGONN	
Registration Number:	5328911	SAFE FOODS	
Registration Number:	5200600	MARC MONITOR ANALYZE RESPOND CONTR	
Registration Number:	5328912	SAFE FOODS KNOWLEDGE SERVICE SOLUTIO	
Registration Number:	6289634	ASSIST	
Registration Number:	6412403	PAACT	
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>			
Phone:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	Cogency Global Inc.		

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Address Line 4:	Washington, D.C. 20036
ATTORNEY DOCKET NUMBER:	1574990
NAME OF SUBMITTER:	Christian Craft
SIGNATURE:	/Christian Craft/
DATE SIGNED:	01/18/2022
Total Attachments: 5 source=PSSI Joinder - Trademark Security Agreement#page2.tif source=PSSI Joinder - Trademark Security Agreement#page3.tif source=PSSI Joinder - Trademark Security Agreement#page4.tif source=PSSI Joinder - Trademark Security Agreement#page5.tif source=PSSI Joinder - Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT (SHORT FORM)

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of November 17, 2021, by Safe Foods Corporation (“**Grantor**”), in favor of JEFFERIES FINANCE LLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to a Security Agreement dated as of March 9, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, including the Guaranty (as defined in the Credit Agreement), each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of its right, title or interest in or to any and all the following Article 9 Collateral (excluding any Excluded Assets) of such Grantor:

(a) all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Security Interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by such Grantor in writing in recordable form releasing the Lien on and Security Interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created under the Security Agreement, and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

SAFE FOODS CORPORATION

By: KWCS

Name: Kelly Conley

Title: Chief Financial Officer

[Trademark Security Agreement]

TRADEMARK
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JEFFERIES FINANCE LLC, as Collateral Agent

By: Paul Chisholm

Name: Paul Chisholm

Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
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Schedule I
Trademark Registrations and Applications

Title	Appl. Date	Serial Number	Reg. Date	Reg. No.	Owner
FRESHLIGHT	6/15/2001	76272070	11/12/2002	2650567	Safe Foods Corporation
Safe Foods Corporation	7/23/1999	75759329	2/27/2001	2432303	Safe Foods Corporation
CECURE	4/30/1999	75694959	8/31/2004	2879775	Safe Foods Corporation
SAFE FOODS	1/20/2005	78551032	1/31/2006	3054364	Safe Foods Corporation
CITRILOW	10/15/2014	86424793	8/9/2016	5018464	Safe Foods Corporation
PERAGONN	10/15/2014	86424813	8/9/2016	5018465	Safe Foods Corporation
SAFE FOODS	4/5/2017	87398777	11/7/2017	5328911	Safe Foods Corporation
MARC MONITOR ANALYZE RESPOND CONTROL	7/1/2015	86681296	5/9/2017	5200600	Safe Foods Corporation
FE FOODS KNOWLEDGE SERVICE	4/5/2017	87398779	11/7/2017	5328912	Safe Foods Corporation
ASSIST	3/29/2017	87390861	3/9/2021	6289634	Safe Foods Corporation
PAACT	4/1/2020	88856612	7/6/2021	6412403	Safe Foods Corporation