

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM736007

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
South Mill Mushrooms Holding Corporation		06/21/2022	Corporation: DELAWARE
Kaolin Mushroom Farms, Inc.		06/21/2022	Corporation: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH, as Administrative Agent
Street Address:	245 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	A New York State Licensed Branch of a Dutch Banking Cooperatieve: NETHERLANDS

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	5962987	
Registration Number:	6295824	MUSHROOM CREATIONS. RESPONSIBLY GROWN.
Registration Number:	6464065	
Registration Number:	5120136	PORTA BÉLA
Registration Number:	5120138	PORTA BÉLA
Registration Number:	5826904	PORTA BÉLA
Registration Number:	6472342	ROUTINE ALTERING
Registration Number:	5765804	SAVOR THE MIND-BLOWING FLAVOR
Registration Number:	5789740	SAVOR THE MIND-BLOWING FLAVOR SHROOMS CR
Registration Number:	2180292	SELECT SOILS
Registration Number:	5899046	SHROOMS +SPLITS+
Registration Number:	5881275	SNACK ALTERING
Registration Number:	1661013	SOUTH MILL
Registration Number:	3688934	SOUTH MILL
Registration Number:	2620591	SOUTH MILL GROWING AND DISTRIBUTING MUSH
Serial Number:	90307202	ERGOGEVITY

CH \$665.00 5962987

Property Type	Number	Word Mark
Serial Number:	88699437	SIMPLY MUSHROOMS
Serial Number:	90787449	SIMPLY MUSHROOMS
Serial Number:	90660747	SOUTH MILL
Serial Number:	88229664	SOUTH MILL CHAMPS
Serial Number:	97051005	THE MUSHROOM COMPANY SINCE 1931
Serial Number:	97166100	THE PLANTED PATH
Serial Number:	90202763	THIRD KINGDOM
Serial Number:	90202762	TRIFECTA OF GOODNESS
Serial Number:	90123646	MEAL ALTERING
Serial Number:	90699655	SOUTH MILL 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: 6785532288

Email: madrinc@gtlaw.com

Correspondent Name: GREENBERG TRAUIG, LLP -Christina Madrin

Address Line 1: 3333 Piedmont Road, NE

Address Line 2: Suite 2500

Address Line 4: Atlanta, GEORGIA 30305

NAME OF SUBMITTER: Christina Madrin

SIGNATURE: /Christina Madrin/

DATE SIGNED: 06/21/2022

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) dated as of June 21, 2022, among Grantors listed on the signature pages hereof (collectively, jointly and severally, “*Grantors*” and each individually “*Grantor*”), and COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH (“*Rabobank*”), in its capacity as administrative agent (together with its permitted successors and assigns, “*Administrative Agent*”) for the Secured Parties.

WITNESSETH:

WHEREAS, South Mill Parent, LLC, a Delaware limited liability company (“*Parent*”), South Mill Mushrooms Holding Corporation, a Delaware corporation (“*South Mill*”), Kaolin Mushroom Farms, Inc., a Pennsylvania corporation (“*Kaolin*”), The Mushroom Company, a Pennsylvania corporation (“*Mushroom*”), Loveday Mushroom Farms Ltd., a corporation incorporated pursuant to the laws of Manitoba (“*Loveday*”), and Champ’s Fresh Farms Inc., a corporation incorporated pursuant to the laws of British Columbia (“*Champ’s*” and, together with South Mill, Kaolin, Mushroom and Loveday, each a “*Borrower*” and collectively, “*Borrowers*”), the various financial institutions party thereto as a lender (each a “*Lender*”, and collectively, the “*Lenders*”), and Administrative Agent have entered into that certain Amended and Restated Credit Agreement dated as of June 21, 2022 (as amended, restated, supplemented, extended, or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to Borrowers and the other Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Amended and Restated Pledge and Security Agreement (Domestic) dated as of June 21, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “*Security Agreement*”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants, collaterally assigns, and pledges to Administrative Agent, for the ratable benefit of the Secured Parties, a Security Interest in all of such Grantor’s right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “*Trademark Collateral*”):

- hereto;
- (a) all of such Grantor's Trademarks, including those referred to on Schedule I
 - (b) all reissues, continuations or extensions of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
 - (d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks or ownership of any new U.S. applications for registration of and registered trademarks (other than any intent-to-use trademark application constituting Excluded Property), the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent within such time limit set forth in the Security Agreement with respect to any such new trademarks for which such Grantor files an application for registration with the U.S. Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any new trademark rights and registered or applied for trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate, or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. GOVERNING LAW. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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

GRANTORS:

SOUTH MILL MUSHROOMS HOLDING CORPORATION,
a Delaware corporation

By: _____
Name: Sergio Varela
Title: Chief Financial Officer

DocuSigned by:
Sergio Varela
CFA20872890F418...

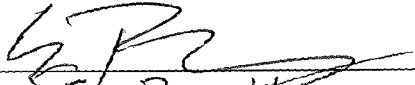
KAOLIN MUSHROOM FARMS, INC.,
a Pennsylvania corporation

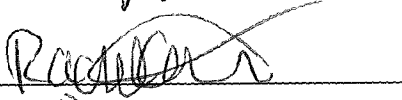
By: _____
Name: Sergio Varela
Title: Chief Financial Officer

DocuSigned by:
Sergio Varela
CFA20872690F418...

ACKNOWLEDGED AND
AGREED:

COÖPERATIEVE RABOBANK U.A., NEW
YORK BRANCH, as Administrative Agent

By: 
Name: Eric Rogowski
Title: Managing Director




By: 
Name: Rachel Caspert
Title: Vice President

SCHEDULE I

to


TRADEMARK SECURITY AGREEMENT

Registered Trademarks


Trademark	Image	Reg. No.	Reg. Date	Grantor	Filing Office
Champs Tornado (Design)		5962987	Jan 14, 2020	South Mill Mushrooms Holding Corporation	USPTO
MUSHROOM CREATIONS. RESPONSIBLY GROWN.		6295824	March 16,2021	South Mill Mushrooms Holding Corporation	USPTO
Mustachio Mushroom Design – photograph		6464065	Aug 24,2021	South Mill Mushrooms Holding Corporation	USPTO
PORTA BÉLA		5120136	Jan 10, 2017	South Mill Mushrooms Holding Corporation	USPTO
PORTA BÉLA		5120138	Jan 10, 2017	South Mill Mushrooms Holding Corporation	USPTO
PORTA BÉLA		5826904	Aug 6,2019	South Mill Mushrooms Holding Corporation	USPTO
ROUTINE ALTERING		6472342	Aug 31,2021	South Mill Mushrooms Holding Corporation	USPTO
SAVOR THE MIND-BLOWING FLAVOR		5765804	May 28,2019	South Mill Mushrooms Holding Corporation	USPTO
SAVOR THE MIND-BLOWING FLAVOR SHROOMS CRISPY MUSHROOM SNACK (Stylized/Design)		5789740	Jun 25, 2019	South Mill Mushrooms Holding Corporation	USPTO
SELECT SOILS		2180292	Aug 11, 1998	South Mill Mushrooms Holding Corporation	USPTO

Schedule I

**TRADEMARK
REEL: 007758 FRAME: 0026**

SHROOMS +SPLITS+		5899046	Oct 29, 2019	South Mill Mushrooms Holding Corporation	USPTO
SNACK ALTERING		5881275	Oct 08, 2019	South Mill Mushrooms Holding Corporation	USPTO
SOUTH MILL		1661013	Oct 15, 1991	South Mill Mushrooms Holding Corporation	USPTO
SOUTH MILL		3688934	Sep 29, 2009	South Mill Mushrooms Holding Corporation	USPTO
SOUTH MILL GROWING AND DISTRIBUTING MUSHROOMS, PRODUCE AND MORE! Stylized		2620591	Sep 17, 2002	South Mill Mushrooms Holding Corporation	USPTO

Pending Trademark Applications

Trademark/Status	Image	Serial. No.	Filing. Date	Filing Owner	Filing Office
ERGOGEVITY- Suspended		90307202	Nov 09, 2020	South Mill Mushrooms Holding Corporation	USPTO
MEAL ALTERING-Allowed		90123646	Aug 19,2020	Kaolin Mushroom Farms, Inc.	USPTO
SIMPLY MUSHROOMS- Allowed		88699437	Nov 20,2019	South Mill Mushrooms Holding Corporation	USPTO
SIMPLY MUSHROOMS- Allowed		90787449	Jun 22,2021	South Mill Mushrooms Holding Corporation	USPTO
SOUTH MILL-Pending		90660747	Apr 21,2021	South Mill Mushrooms Holding Corporation	USPTO
SOUTH MILL CHAMPS-Allowed		88229664	Dec 14,2018	South Mill Mushrooms Holding Corporation	USPTO
SOUTH MILL FOODS-Pending		90699655	May 10,2021	Kaolin Mushroom Farms Inc.	USPTO
THE MUSHROOM COMPANY SINCE 1931 (Stylized /Design)- Pending		97051005	Sep 29,2021	South Mill Mushrooms Holding Corporation	USPTO
THE PLANTED PATH-Pending		97166100	Dec 10,2021	South Mill Mushroom Holdings Corporation	USPTO

THIRD KINGDOM- Allowed		90202763	Sep 23,2020	South Mill Mushrooms Holding Corporation	USPTO
TRIFECTA OF GOODNESS- Allowed		90202762	Sep 23,2020	South Mill Mushrooms Holding Corporation	USPTO

Schedule I