

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM736125

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GERAWAN FARMING LLC		06/21/2022	Limited Liability Company:
WAWONA PACKING CO. LLC		06/21/2022	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ROYAL BANK OF CANADA, as Administrative Agent		
<b>Street Address:</b>	20 King Street West		
<b>Internal Address:</b>	4th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 1C4		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6270050	SWEET 2 EAT	
<b>Registration Number:</b>	6270051	SWEET 2 EAT	
<b>Serial Number:</b>	90133995	PRIMA SWEET	
<b>Serial Number:</b>	90134002	PRIMAREADY	
<b>Serial Number:</b>	97248511	SWEET VALUE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<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>			
<b>Phone:</b>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>Address Line 2:</b>	2021 McKinney Ave., Suite 2000		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	028857-30290		
<b>NAME OF SUBMITTER:</b>	Dusan Clark		
<b>SIGNATURE:</b>	/Dusan Clark/		

CH \$140.00 6270050

<b>DATE SIGNED:</b>	06/21/2022
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**Total Attachments: 7**

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**TRADEMARK SECURITY AGREEMENT**

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

**WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement dated as of September 13, 2019 (as amended, restated, supplemented, extended or otherwise modified from time to time, the “*Credit Agreement*”) by and among MVK Intermediate Holdings LLC, a Delaware limited liability company (“*GroupCo*”), Wawona Packing Co. LLC, a California limited liability company (“*Wawona*”; together with GroupCo and each Restricted Subsidiary of GroupCo from time to time party thereto designated by GroupCo as an additional Borrower pursuant to Section 10.22 of the Credit Agreement, each, individually, a “*Borrower*”, and collectively, “*Borrowers*”), the various financial institutions party thereto as a lender (each a “*Lender*”, and collectively, the “*Lenders*”), and Administrative Agent, Lenders are willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

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 Pledge and Security Agreement dated as of September 13, 2019 (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*”):

- (a) all of such Grantor's Trademarks, including those referred to on Schedule I hereto;
- (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. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein.

5.

6. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks ownership of any new U.S. applications for registration of and registered trademarks (other than any intent-to-use trademark application constituting Excluded Property) included in the Collateral, 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 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.

7. 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.

8. SUCCESSORS AND ASSIGNS. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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

[Remainder of Page Intentionally Left Blank]

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:

**GERAWAN FARMING LLC**

By: Justin Birch  
Name: James Birch  
Title: Chief Financial Officer

**WAWONA PACKING CO. LLC**

By: Justin Birch  
Name: James Birch  
Title: Chief Financial Officer

**ACKNOWLEDGED  
AND AGREED:**

**ROYAL BANK OF CANADA**, as Administrative  
Agent

By:



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Name: Susan Khokher  
Title: Manager, Agency

TRADEMARK SECURITY AGREEMENT



**TRADEMARK  
REEL: 007758 FRAME: 0693**

**SCHEDULE I**

**to**

**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations**

OWNER/REGISTRANT	MARK	STATUS	APP. NO.	FILING DATE	REG. NO.	REG. DATE	CLASS CODE	GOODS/SERVICES
Wawona Packing Co. LLC		Registered	US88910354	05/11/2020	US6270050	02/16/2021	31	Fresh fruit
Wawona Packing Co. LLC		Registered	US88910371	05/11/2020	US6270051	02/17/2021	31	Fresh fruit



**Trademark Applications**

OWNER/REGISTRANT	MARK	APP. NO.	FILING DATE	CLASS CODE	GOODS/SERVICES
Gerawan Farming LLC	PRIMA SWEET	US90133995	08/24/2020	31	Fresh fruit
Gerawan Farming LLC	PRIMAREADY	US90134002	08/24/2020	31	Fresh fruit
Gerawan Farming LLC	SWEET VALUE	US97248511	02/01/2022	31	Fresh fruits

**TRADEMARK**

**REEL: 007758 FRAME: 0695**

**RECORDED: 06/21/2022**