

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM759503

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gulf Pacific, LLC		09/30/2022	Limited Liability Company: TEXAS
Harvest Rice, LLC		09/30/2022	Limited Liability Company: ARKANSAS
RECEIVING PARTY DATA			
Name:	Kayne Senior Credit IV Loanco, LLC, as agent		
Street Address:	150 N. RIVERSIDE PLAZA, SUITE 2010		
City:	CHICAGO		
State/Country:	UNITED STATES		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Serial Number:	75542477	MICROPURE	
Serial Number:	75059445	BLUE DIAMOND	
Serial Number:	85583738	CHIKARA	
Serial Number:	85399100		
Serial Number:	75066124		
Serial Number:	75345124		
Serial Number:	87433464	EMINENCE	
Serial Number:	76308506	EMINENCE GAO THUONG HANG HOA-KY	
Serial Number:	76308505	EMINENCE	
Serial Number:	76318713	GAO THUONG HANG HOA-KY GOLD COIN BRAND	
Serial Number:	76318712	GOLD COIN BRAND	
Serial Number:	85389693	GULF PACIFIC	
Serial Number:	75066565	GULF PACIFIC	
Serial Number:	75341874	LADY LUCK	
Serial Number:	90659934	ORIENTAL FLOWER	
Serial Number:	85861541	ORIENTAL FLOWER	
Serial Number:	75181710	ORIENTAL FLOWER	

CH \$740.00 75542477

Property Type	Number	Word Mark
Serial Number:	87350671	RICE PLUS
Serial Number:	85639374	RICE PLUS
Serial Number:	77239752	SIMPLE SEED FUEL FOR CHANGE.
Serial Number:	77210466	SIMPLE SEED
Serial Number:	87009591	TEXAS BRAND
Serial Number:	73355782	TEXAS BRAND
Serial Number:	76308520	TEXAS HOMEGROWN #1
Serial Number:	76308521	TEXAS HOMEGROWN
Serial Number:	73811980	GULF PACIFIC
Serial Number:	78147551	HARVEST RICE
Serial Number:	85639180	SARITA
Serial Number:	85376984	SARITA

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: 3127018637

Email: IPDocket@mayerbrown.com

Correspondent Name: William R. Siegel, Mayer Brown LLP

Address Line 1: P.O. BOX 2828

Address Line 4: CHICAGO, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	22706298
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	10/06/2022

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2022, is made by Gulf Pacific, LLC, a Texas limited liability company ("Gulf Pacific") and Harvest Rice, LLC, an Arkansas limited liability company ("Harvest Rice" and, together with Gulf Pacific, each a "Grantor" and collectively, the "Grantors"), in favor of KAYNE SENIOR CREDIT IV LOANCO, LLC, a Delaware limited liability company, as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Senior Secured Credit Agreement, dated as of September 30, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among GULF PACIFIC ACQUISITION, LLC, a Delaware limited liability company ("Gulf Acquisition"), as a Borrower and the Borrower Representative, each other Person that joins the Credit Agreement as a borrower (together with Gulf Acquisition, each a "Borrower" and collectively, the "Borrowers"), GULF PACIFIC INTERMEDIATE HOLDINGS II, LLC, a Delaware limited liability company ("Holdings"), the other Credit Parties from time to time party thereto, the Lenders and the Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of September 30, 2022 in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guaranty the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, each Grantor is 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 each Grantor, hereby grants to the 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 each 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, in no event shall Trademark Collateral include any Excluded Property and no security interest is granted in 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 the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the 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. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, each Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, as determined in each of the Grantor's reasonable business judgment, in connection with their Trademarks 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. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

GULF PACIFIC, LLC, as Grantor

By: 

Name: Christian Brenckmann

Title: Chief Executive Officer

HARVEST RICE, LLC, as Grantor

By: 

Name: Christian Brenckmann

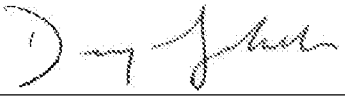
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007861 FRAME: 0140

ACCEPTED AND AGREED
as of the date first above written:

KAYNE SENIOR CREDIT IV LOANCO, LLC, as Agent

By:  _____

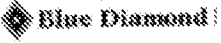





Name: Doug Goodwillie






Its: Managing Partner

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT



Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Mark</u>	<u>Jurisdiction</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
MICROPURE	U.S. Federal	75542477	August 25, 1998	2281538	September 28, 1999	Gulf Pacific, LLC
BLUE DIAMOND and Design 	U.S. Federal	75059445	February 20, 1996	2131725	January 27, 1998	Gulf Pacific, LLC
CHIKARA and Design 	U.S. Federal	85583738	March 29, 2012	4304129	March 19, 2013	Gulf Pacific, LLC
Design Only 	U.S. Federal	85399100	August 16, 2011	4231133	October 23, 2012	Gulf Pacific, LLC
Design Only 	U.S. Federal	75066124	March 1, 1996	2054656	April 22, 1997	Gulf Pacific, LLC
Design Only 	U.S. Federal	75345124	August 22, 1997	2175133	July 21, 1998	Gulf Pacific, LLC
EMINENCE and Design 	U.S. Federal	87433464	May 2, 2017	5373637	January 9, 2018	Gulf Pacific, LLC

<u>Mark</u>	<u>Jurisdiction</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
EMINENCE GAO THUONG HANG HOA-KY and Design 	U.S. Federal	76308506	September 4, 2001	2694887	March 11, 2003	Gulf Pacific, LLC
EMINENCE	U.S. Federal	76308505	September 4, 2001	2668444	December 31, 2002	Gulf Pacific, LLC
GAO THUONG HANG HOA- KY GOLD COIN BRAND and Design 	U.S. Federal	76318713	September 27, 2001	2738361	July 15, 2003	Gulf Pacific, LLC
GOLD COIN BRAND	U.S. Federal	76318712	September 27, 2001	2738360	July 15, 2003	Gulf Pacific, LLC
GULF PACIFIC and Design 	U.S. Federal	85389693	August 4, 2011	4227201	October 16, 2012	Gulf Pacific, LLC
GULF PACIFIC	U.S. Federal	75066565	March 1, 1996	2043362	March 11, 1997	Gulf Pacific, LLC
LADY LUCK	U.S. Federal	75341874	August 15, 1997	2171438	July 7, 1998	Gulf Pacific, LLC
ORIENTAL FLOWER and Design 	U.S. Federal	90659934	April 21, 2021	6692840	April 5, 2022	Gulf Pacific, LLC
ORIENTAL FLOWER and Design 	U.S. Federal	85861541	February 27, 2013	4582617	August 12, 2014	Gulf Pacific, LLC

<u>Mark</u>	<u>Jurisdiction</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
ORIENTAL FLOWER and Design 	U.S. Federal	75181710	October 15, 1996	2103377	October 7, 1997	Gulf Pacific, LLC
RICE PLUS and Design 	U.S. Federal	87350671	February 27, 2017	5309847	October 17, 2017	Gulf Pacific, LLC
RICE PLUS and Design 	U.S. Federal	85639374	May 31, 2012	4495457	March 11, 2014	Gulf Pacific, LLC
SIMPLE SEED FUEL FOR CHANGE. and Design 	U.S. Federal	77239752	July 26, 2007	3941039	April 5, 2011	Gulf Pacific, LLC
SIMPLE SEED	U.S. Federal	77210466	June 20, 2007	3931306	March 15, 2011	Gulf Pacific, LLC
TEXAS BRAND and Design 	U.S. Federal	87009591	April 21, 2016	5108319	December 27, 2016	Gulf Pacific, LLC
TEXAS BRAND and Design 	U.S. Federal	73355782	March 22, 1982	1251278	September 13, 1983	Gulf Pacific, LLC
TEXAS HOMEGROWN #1 and Design 	U.S. Federal	76308520	September 4, 2001	2612489	August 27, 2002	Gulf Pacific, LLC
TEXAS HOMEGROWN	U.S. Federal	76308521	September 4, 2001	2631214	October 8, 2002	Gulf Pacific, LLC

<u>Mark</u>	<u>Jurisdiction</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
GULF PACIFIC and Design 	U.S. Federal	73811980	July 11, 1989	1599755	June 5, 1990	Gulf Pacific, LLC
HARVEST RICE and Design 	U.S. Federal	78147551	July 25, 2002	2858824	June 29, 2004	Harvest Rice, LLC
SARITA SARITA	U.S. Federal	85639180	May 31, 2012	4359167	June 25, 2013	Gulf Pacific, LLC
SARITA SARITA	U.S. Federal	85376984	July 21, 2011	4199848	August 28, 2012	Gulf Pacific, LLC