

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM760464

<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>
Mariani Packing Co., Inc.		09/14/2022	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Agent		
<b>Street Address:</b>	1800 Century Park East, Suite 1100		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90067		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6319434	MARIANI FAMILY	
<b>Registration Number:</b>	6057071	MARIANI PREMIUM	
<b>Registration Number:</b>	5704134	THE GOOD FRUIT FAMILY	
<b>Registration Number:</b>	5391698	MARIANI FAMILY	
<b>Registration Number:</b>	3518398	ORGANIC BY MARIANI	
<b>Registration Number:</b>	2881896	MARIANI	
<b>Registration Number:</b>	2881895	MARIANI	
<b>Registration Number:</b>	2897507	PA MARIANI OUR FAMILY'S BEST SINCE 1906	
<b>Registration Number:</b>	2879755	MARIANI	
<b>Registration Number:</b>	2879754	MARIANI	
<b>Registration Number:</b>	2879753	MARIANI	
<b>Registration Number:</b>	2879750	MARIANI	
<b>Registration Number:</b>	2609645	ULTIMATE APRICOTS	
<b>Registration Number:</b>	2683371	MARIANI	
<b>Registration Number:</b>	2609646	PLUMS PLUS	
<b>Registration Number:</b>	1198114	MARIANI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637806		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

OP \$415.00 6319434

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 3128637198  
**Email:** nancy.brougher@goldbergkohn.com  
**Correspondent Name:** Nancy J. Brougher, Paralegal  
**Address Line 1:** c/o Goldberg Kohn Ltd.  
**Address Line 2:** 55 East Monroe, Suite 3300  
**Address Line 4:** CHICAGO, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	1989.683
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<b>NAME OF SUBMITTER:</b>	Nancy Brougher
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<b>SIGNATURE:</b>	/njb/
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<b>DATE SIGNED:</b>	10/11/2022
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**Total Attachments: 6**

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source=Mariani Trademark Security Agreement#page6.tif

## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 14th day of September, 2022, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

**WHEREAS**, pursuant to that certain Second Amended and Restated Credit Agreement dated as of September 14, 2022 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among MARIANI PACKING CO., INC., a California corporation ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

**WHEREAS**, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Third Amended and Restated Guaranty and Security Agreement, dated as of September 14, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

**WHEREAS**, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a

continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of 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 Agent, the other members of the Lender Group, the Bank Product Providers 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 Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. 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 Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

8. RESTATEMENT. This Trademark Security Agreement constitutes an amendment and restatement, in its entirety, of that certain Trademark Security Agreement, dated as of October 2, 2014, by and among the Grantors listed on the signature pages thereto (the "Original Trademark Security Agreement"). Each Grantor acknowledges that the grants, pledges and collateral assignments of Liens and security interests made by each Grantor to the Agent for the benefit of the Lender Group and the Bank Product Providers in the Original Trademark Security Agreement, respectively, remain continuous, in full force and effect, and are reaffirmed hereby to secure the payment and performance of the Secured Obligations.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

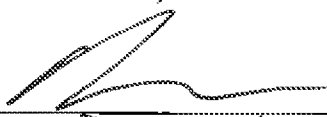
**MARIANI PACKING CO., INC.**, a California corporation

By: *Jeffrey L. Foreman*  
Name: Jeffrey L. Foreman  
Title: Chief Financial Officer

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**, a national banking association

By:   
Name: Ben Culler  
Its Authorized Signatory

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Serial Number	Mark	Application/ Registration No.	App/Reg Date
Mariani Packing Co., Inc.	90122363	MARIANI FAMILY	6319434	04/13/21
Mariani Packing Co., Inc.	88503456	MARIANI PREMIUM	6057071	05/19/20
Mariani Packing Co., Inc.	87539764	THE GOOD FRUIT FAMILY	5704134	03/19/19
Mariani Packing Co., Inc.	87524157	MARIANI FAMILY	5391698	01/30/18
Mariani Packing Co., Inc.	78887217	ORGANIC BY MARIANI	3518398	10/14/08
Mariani Packing Co., Inc.	78336330	MARIANI	2881896	09/07/04
Mariani Packing Co., Inc.	78333580	MARIANI	2881895	09/07/04
Mariani Packing Co., Inc.	78344976	PA MARIANI OUR FAMILY'S BEST SINCE 1906	2897507	10/26/04
Mariani Packing Co., Inc.	78340845	MARIANI	2879755	08/31/04
Mariani Packing Co., Inc.	78340832	MARIANI	2879754	08/31/04
Mariani Packing Co., Inc.	78336302	MARIANI	2879753	08/31/04
Mariani Packing Co., Inc.	78333571	MARIANI	2879750	08/31/04
Mariani Packing Co., Inc.	76317471	ULTIMATE APRICOTS	2609645	08/20/02
Mariani Packing Co., Inc.	76397572	MARIANI	2683371	02/04/03
Mariani Packing Co., Inc.	76317472	PLUMS PLUS	2609646	08/20/02
Mariani Packing Co., Inc.	73243937	MARIANI	1198114	06/15/82