

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM769080

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LGS Specialty Sales Ltd.		11/08/2022	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Oceanfirst Bank N.A.		
Street Address:	975 Hooper Avenue		
City:	Toms River		
State/Country:	NEW JERSEY		
Postal Code:	08753		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	97131115	DARLING GRAPEFRUIT	
Registration Number:	5365552	TINY TIM'S	
Registration Number:	2068878	MY DARLING CLEMENTINES	
Registration Number:	2076311	DARLING CLEMENTINES	
Registration Number:	2078020	DARLING	
Registration Number:	3552879	DARLING CITRUS	
Registration Number:	2724968	SUAVO AVOCADO	
Registration Number:	5451642	DARLING ORANGES	
Registration Number:	5628925	DARLING MANDARINS	
Registration Number:	5669510	DARLING LEMONS	
Registration Number:	6027376	DARLING CARA CARA	
Registration Number:	5863381	#PEEL OF APPROVAL	
CORRESPONDENCE DATA			
Fax Number:	2486410270		
<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:	2486411600		
Email:	jsachs@harnessip.com		
Correspondent Name:	Jessica S. Sachs		
Address Line 1:	Harness, Dickey & Pierce, P.L.C.		

CH \$315.00 97131115

Address Line 2: 5445 Corporate Drive, Suite 200
Address Line 4: Troy, MICHIGAN 48098

ATTORNEY DOCKET NUMBER: 16257-500005

NAME OF SUBMITTER: Jessica S. Sachs

SIGNATURE: /jss/

DATE SIGNED: 11/21/2022

Total Attachments: 24

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TRADEMARK AND TRADENAME SECURITY AGREEMENT

THIS TRADEMARK AND TRADENAME SECURITY AGREEMENT (the "Agreement") is made as of the last date of execution below ("Effective Date") and is given by

LGS SPECIALTY SALES LTD., a corporation of the State of New York with its principal place of business at 1 Radisson Plaza, 10th Floor, New Rochelle, New York 10801 (being hereinafter referred to as "LGS")

in favor of

OCEANFIRST BANK N.A., having an office at 975 Hooper Avenue, Toms River, New Jersey 08753 (together with its affiliates and subsidiaries, and all successors and assigns thereof hereinafter collectively referred to as "Lender")

WITNESSES THAT:

(1) WHEREAS, Lender is currently extending or intends to extend certain loan accommodations on a joint and several basis to LGS and to

DC Equipment Leasing, LLC, a limited liability company of the State of New Jersey with its principal place of business at 450 Swedesboro Avenue, Mickleton, East Greenwich Township, Gloucester County, New Jersey 08056, and

S&L Cold Storage, Inc., a sub-chapter S corporation of the State of New Jersey with its principal place of business at 450 Swedesboro Avenue, Mickleton, East Greenwich Township, Gloucester County, New Jersey 08056,

such loan facilities, together with all extensions, modifications (including increases and decreases in amount), refinancings, renewals, restatements/amendments, substitutions, replacements and/or redatings thereof, being hereinafter collectively and individually referred to as the "Loans";

(2) WHEREAS, the Loans are being extended on a joint and several basis pursuant to the terms and conditions of a certain Loan Agreement by and between Lender and LGS and the aforesaid DC Equipment Leasing, LLC, and the aforesaid S&L Cold Storage, Inc. (LGS and the aforesaid DC Equipment Leasing, LLC, and the aforesaid S&L Cold Storage, Inc., each hereinafter a "Borrower" and all hereinafter collectively the "Borrowers"), said Loan Agreement being dated on or about even date herewith, and together with all extensions, modifications, refinancings, renewals, restatements/amendments, substitutions, replacements and/or redatings thereof made from time to time hereafter being hereinafter collectively referred to as the "Loan Agreement";

(3) WHEREAS, the Loan Agreement and any and all other documents (including any notes), instruments, writings, security agreements (including that certain Security Agreement by and

among Lender and Borrowers and dated on or about even date herewith) and other agreements related thereto, together with all extensions, modifications, refinancings, renewals, restatements/amendments, substitutions, replacements and/or redatings of any and all the foregoing, are hereinafter collectively and individually referred to as the "Loan Documents";

(4) WHEREAS, it is a condition of Lender's obligation to continue to extend the Loans to Borrowers on a joint and several basis under the Loan Agreement that LGS execute and deliver to Lender this Agreement;

(5) WHEREAS, to induce Lender to perform and/or to continue to perform its obligations under the Loan Documents or otherwise, LGS is willing to execute and deliver this Agreement to Lender and to perform LGS' obligations hereunder;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants set forth in the Loan Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LGS hereby agrees and covenants in favor of Lender as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:
 - 1.1 "Agreement" means this Trademark and Tradename Security Agreement, and any and all schedules and exhibits annexed hereto, together with all extensions, modifications, refinancings, renewals, restatements/amendments, substitutions, replacements and/or redatings hereof,
 - 1.2 "Collateral" means each and all of the following collectively and individually:
 - (a) each of the Trademarks and the goodwill of the business symbolized by each of the Trademarks;
 - (b) each of the Licenses, if applicable;
 - (c) all accounts, contract rights and general intangibles of LGS arising under or relating to the Licenses, if applicable, whether now existing or hereafter arising, including, without limitation, (1) all moneys due and to become due under any License, (2) any damages arising out of or for breach or default in respect of any such License, (3) all other amounts from time to time paid or payable under or in connection with any such License, and (4) the right of LGS to terminate any such License or to perform and to exercise all remedies thereunder;
 - (d) any claims by LGS against third parties, and all proceeds of suits, for infringement of the Trademarks, and the rights to sue for past, present and future infringements and all rights corresponding thereto in the United States; and

- (e) as to all of the foregoing (a) through (d) inclusive, any and all cash proceeds, non-cash proceeds and products thereof, additions and accessions thereto, replacements and substitutions therefor, and all related books, records, journals, computer print-outs and data, of LGS.
- 1.3 "Events of Default" means any one or more of the events set forth in Section 5 of this Agreement.
- 1.4 "Licenses" means, collectively and individually, any and all Trademark license agreements granted by LGS to third parties, whether now existing or hereafter arising, as any of same may from time to time be amended or supplemented.
- 1.5 "Obligations" means each and all of the following collectively and individually:
- (a) the payment of principal due on the Loans and any note now or hereafter evidencing any of the Loans (including all advances and re-advances under the Loans and any aforesaid note) to be paid with interest thereon as required by the Loan Agreement and any such note;
 - (b) the payment of advances and re-advances which are and which may be made from time to time by Lender to Borrowers not in compliance with the any limitation imposed by the Loan Agreement;
 - (c) the payment of advances and re-advances which are and which may be made from time to time by Lender on behalf of or for the account of Borrowers over and above any monetary limitation on the Loans and/or over and above any other lending limitation contained in the Loan Agreement, and the interest thereon;
 - (d) the payment of any and all other advances and re-advances made by Lender prior to, on and after the date of this Agreement to, or on the account of, any Borrower;
 - (e) the performance and fulfillment by each Borrower of all the terms, conditions, promises, covenants and provisions contained in the Loan Documents, or in any other now existing agreement or any future agreement or instrument of whatever nature (i) between any Borrower and Lender or (ii) otherwise;
 - (f) the payment, performance and fulfillment of all other indebtedness, liabilities and obligations owing, arising, due and payable from each Borrower to the Lender, of every kind or nature, whether absolute or contingent, due or to become due, joint or several, liquidated or unliquidated, matured or

unmatured, primary or secondary, now existing or hereafter incurred, purchase money or non-purchase money, howsoever arising, specifically and expressly including those not arising under the Loan Agreement or any of the other Loan Documents, regardless of the form or purpose of such indebtedness, liabilities or obligations, including, without limitation, any and all interest, commissions, checking account overdrafts, bank overdrafts, and other obligations, liabilities and indebtedness (including indebtedness owed under any automated clearing house facility and any marked to market exposure from time to time of each Borrower to the Lender, in any case where interest on any obligation is being calculated under any swap agreements (as defined in 11 U.S.C. §101) owed by any Borrower to the Lender (whether direct or indirect, primary, secondary, contingent, joint or several, and regardless of how acquired by the Lender) which are due or which will arise or become due in the future, no matter how or when arising and whether under any now existing or future agreement or instrument of whatever nature between any Borrower and the Lender and whether or not reasonably contemplated by the parties hereto as of the date hereof;

- (g) each Borrower's obligation to indemnify Lender from and against any and all claims, damages, losses, liabilities, reasonable costs or expenses whatsoever which Lender may incur (or which may be claimed against Lender by any person or entity whatsoever) by reason of or in connection with the execution and delivery or transfer of, or payment or failure to pay under the Loan Agreement or any of the other Loan Documents, or under any other now existing agreement or any future agreement or instrument of whatever nature (i) between any Borrower and Lender or (ii) otherwise;
- (h) the amount due upon any notes or other obligations given to, or received by, Lender on account of any of the foregoing; and
- (i) any "Obligations" as such term may now or hereafter be defined in the Loan Documents (including the Security Agreement).

1.6 "Trademarks" means, collectively and individually, each and all of the following:

- (a) trademarks, trade names, trade dress, service marks, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, and all registrations thereof, including, without limitation, applications and registrations in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensed by LGS, including, but not limited to, those listed on Schedule A annexed hereto and made a part hereof; and

- (b) trademarks, trade names, trade dress and service marks, whether now or hereafter owned by LGS which has not or is not required to be registered or recorded in any jurisdiction; and
- (c) renewals thereof and all licenses thereof (including, without limitation, all license agreements).

2. Security Interest.

2.1 LGS, to secure payment and performance of all Obligations of Borrowers to Lender, hereby grants Lender a security interest in, all of LGS' right, title and interest in and to all of the Collateral, and such security interest shall be deemed to include the right (but not the obligation) to sue or recover in the name of LGS for all damages or profits arising out of past infringement and/or infringement that may arise during the period that this Agreement shall be in force between the parties, on any of the Collateral, or for injury to said goodwill, or acts of unfair competition either under Federal or State Law. The security interest granted herein shall remain in full force and effect until all of the Obligations of Borrowers to Lender are fully paid and satisfied.

2.2 The security interest granted pursuant to this Agreement shall create a continuing security interest in the Collateral which shall (a) remain in full force and effect until payment in full in cash or in another manner acceptable to Lender and termination of the Obligations of Borrowers to Lender, (b) be binding upon LGS, its successors and assigns, and (c) be binding upon and inure to the benefit of, and be enforceable by, Lender and its successors, transferees and assigns.

2.3 Upon the payment in full in cash or in another manner acceptable to Lender and termination of the Obligations of Borrowers to Lender then outstanding, this Agreement shall terminate and all rights granted as security in the Collateral to Lender shall revert to LGS. Upon any such termination, Lender will, at LGS' expense, promptly execute and deliver to LGS such documents as LGS shall reasonably request to evidence such termination and reversion of the Collateral to LGS.

3. Representations, Warranties and Covenants of LGS. LGS hereby represents, warrants, covenants and agrees as follows:

3.1 Title to the Trademarks. To the best of its knowledge, LGS has sole, exclusive, full, clear and unencumbered right, title and interest in and to the Trademarks, and the registrations of the Trademarks are valid and subsisting and in full force and effect. The Trademarks have not been abandoned, suspended, voluntarily terminated or cancelled by LGS and, to the best of LGS' knowledge, have not been adjudged invalid or unenforceable.

3.2 Use of the Trademarks Except to the extent that (a) Lender, upon prior written notice by LGS, shall consent, or (b) LGS determines in its reasonable business judgment that a Trademark of LGS has negligible economic value and/or that such Trademark is no longer utilized

in the ordinary course of LGS' business, LGS (either itself or through licensees) has used and will continue to use the Trademarks on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain the Trademarks in full force free from any claim of abandonment for non-use and LGS will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any of the Trademarks may become invalidated, abandoned, unenforceable, voided, voidable or otherwise diminished in value, and shall notify Lender immediately if it knows of any reason or has reason to know of any ground under which any of the foregoing may occur.

3.3 License or Assignment of Trademarks.

(a) LGS, as of the date hereof, is not a party to any Licenses granted by LGS to any person or any party relating to the Trademarks.

(b) LGS shall not license or assign any of the Trademarks to any party without the prior written consent of Lender.

3.4 Existing Patents. LGS, as of the date hereof, owns no patents or patent applications, nor is LGS a party to any license agreement granting any right to use or practice any invention on which a patent is in existence. In the event any patent is developed or otherwise acquired by LGS, LGS shall grant to Lender a security interest in all of LGS' right, title and interest in and to the patents, pursuant to a security agreement in form and substance similar to this Agreement and will execute any agreements, instruments, documents and papers as Lender may reasonably request to evidence Lender's interest in such patent and the goodwill and general intangibles of LGS relating thereto or represented thereby.

3.5 Further Assurances. LGS and (to the extent necessary when applicable) Lender will perform all acts and execute all further instruments and documents, including, without limitation, assignments for security in form suitable for filing with the United States Patent and Trademark Office, reasonably requested by LGS or Lender, as the case may be, at any time to evidence, perfect, maintain, record and enforce Lender's interest in the Collateral or otherwise in furtherance of the provisions of this Agreement. LGS will file and record this Agreement with respect to the Collateral with the United States Patent and Trademark Office. LGS and Lender hereby agree that this Agreement will not be filed or recorded in the Trademark Offices of any other country unless required by law.

3.6 Costs and Expenses. LGS shall pay on demand all reasonable and necessary expenses and expenditures of Lender, including, without limitation, reasonable attorney's fees and expenses, incurred or paid by Lender in protecting, enforcing or exercising its interests, rights or remedies created by, connected with or provided in this Agreement, or performance pursuant to this Agreement; provided, however, that LGS shall file and record this Agreement with the United States Patent and Trademark Office and any other Trademark Offices as required by law.

3.7 Pledge of Additional Patents and Trademarks and Licenses. In the event LGS, either itself or through any agent, employee, licensee or designee shall:

- (a) file an application for the registration of any patent or Trademark with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof; or
- (b) file any assignment of any patent or Trademark which LGS may acquire or license from a third party, with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof;

LGS shall promptly, but in no event more than thirty (30) days subsequent to such filing, notify Lender thereof, and, upon request of Lender shall promptly, but in no event more than twenty (20) days subsequent to such request, execute and deliver any and all agreements, instruments, documents and papers as Lender may reasonably request to evidence Lender's security interest in such patent or Trademark or License and the goodwill and general intangibles of LGS relating thereto or represented thereby. LGS and Lender will work together to modify this Agreement by amending Schedule A to include any future Trademarks or Licenses, including, without limitation, registrations or applications appurtenant thereto.

3.8 LGS' Authority. To the best of its knowledge, LGS has the right and power to mortgage and pledge the Collateral, and to grant the security interest in the Collateral herein granted; and the Collateral is not now, and at all times hereafter will not be subject to any liens, licenses, pledges, assignments, registered license agreements, covenants not to use by LGS or other encumbrance of any nature whatsoever, and LGS has not received any notice from any third party claiming any right or interest in and to any of the Collateral or that LGS' use thereof infringes the rights of any third party.

3.9 Negative Pledge. LGS will not, without the prior written consent of Lender, assign (by operation of law or otherwise), sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest or lien upon, grant an exclusive or non-exclusive license upon, or otherwise encumber, grant rights to any other person upon or dispose of any of the Collateral, and nothing in this Agreement shall be deemed a consent by Lender to any such action except as expressly permitted herein. LGS shall defend the Collateral against and shall take such other action as is reasonably necessary to remove any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Collateral, and will defend the right, title and interest of Lender in and to any of LGS' rights under the Collateral against the claims or demands of all persons whomsoever.

3.10 No Additional Trademarks or Licenses.

(a) Other than those grants, registrations or applications for registrations listed on Schedule A annexed hereto and made a part hereof, LGS does not, to the best of its knowledge, as of the date hereof own any Trademarks or have any Trademarks registered in or the subject of pending applications in the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof.

(b) LGS is not, to the best of its knowledge, as of the date hereof a party to any License.

3.11 Additional Further Assurances. Subject to Paragraph 3.2, LGS will take all necessary steps in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country, or any political subdivision thereof (i) to maintain each registration and grant of the Trademarks and Licenses, and (ii) in accordance with its reasonable business judgment and at its expense, to challenge any infringement of the Trademarks and shall properly exercise its duty to control the nature and quality of the goods offered by any licensees in connection with the Licenses.

3.12 Responsibility and Liability. LGS assumes all responsibility and liability arising from the use of the Trademarks and Licenses, and hereby indemnifies and holds Lender and each director, officer, employee, affiliate and agent thereof, harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees and expenses) arising out of any alleged defect in any product manufactured, promoted or sold by LGS in connection with any of the Trademarks or otherwise arising out of LGS' operation of its business from the use of the Trademarks. In any suit, proceeding or action brought by Lender under any License for any sum owing thereunder, or to enforce any provisions of such License, LGS will indemnify and keep Lender harmless from and against all expense, loss or damage suffered by reason of any defense, set off, recoupment, claim, counterclaim, reduction or liability whatsoever of the obligee thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from LGS, and all such obligations of LGS shall be and remain enforceable against and only against LGS and shall not be enforceable against Lender.

3.13 Lender's Rights. In the event LGS fails to do any act required of LGS under this Agreement, Lender may pay any amount or do any act required of LGS hereunder or requested by Lender to preserve, defend, protect, maintain, record or enforce LGS' obligations contained herein, the Obligations of LGS to Lender, the Collateral, or the right, title and interest granted Lender herein, and which LGS fails to do or pay, and any such payment shall be deemed an advance by Lender to LGS and shall be payable on demand together with interest thereon at the default rate as specified in the Loan Agreement.

3.14 Protection of the Trademarks.

(a) LGS agrees that if it learns of any use by any person of any term or design likely to cause confusion with any Trademark, or of any claim of any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Collateral, LGS may, in its sole discretion (and shall if directed to do so by Lender) and at LGS' expense, bring an action against such person for the protection of LGS' interest in and to such Trademark. In addition, LGS shall promptly notify Lender of such use, lien, security interest, claim, right or other encumbrance. If requested by Lender, LGS shall allow Lender to join with LGS, at LGS' expense, in such action in the event that Lender, in its reasonable discretion, deems such joinder advisable for the protection of Lender's interest in and to the Trademarks.

(b) On and after the occurrence of an Event of Default, LGS agrees that if it learns of any use by any person of any term or design likely to cause confusion with any Trademark, or of any claim of any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Collateral, LGS shall promptly notify Lender of such use, lien, security interest, claim, right or other encumbrance. Lender may, but is not obligated to, bring, at LGS' expense, such action as Lender, in its reasonable discretion, may deem advisable for the protection of Lender's interest in and to the Trademarks.

4. Lender's Appointment as Attorney-in-Fact.

4.1 LGS hereby irrevocably constitutes and appoints Lender, and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with irrevocable power and authority in the place and stead of LGS and in the name of LGS or its own name, from time to time in Lender's discretion, for the purposes of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives Lender the power and right, on behalf of LGS, to do the following:

- (a) to pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Agreement or the Loan Agreement and to pay all or any part of the premiums therefor and the costs thereof, provided, however, until the occurrence of an Event of Default, Lender shall do the foregoing only if LGS fails to do so within 10 days after being requested to do so by Lender;
- (b) upon the occurrence of an Event of Default:
 - (1) to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any Licenses and, in the name of LGS or in its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any License and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Lender for the purpose of collecting any and all such moneys due under any License whatsoever;
 - (2) to direct any party liable for any payment under any of the Licenses to make payment of any and all moneys due and to become due thereunder directly to Lender or as Lender shall direct;

- (3) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral;
- (4) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction, to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral;
- (5) to defend any suit, action or proceeding brought against LGS with respect to any Collateral;
- (6) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Lender may deem appropriate;
- (7) generally, to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Lender were the absolute owner thereof for all purposes, and to do, at Lender's option, all acts and things which Lender deems necessary to protect, preserve or realize upon the Collateral and Lender's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as LGS might do.

4.2 This power of attorney is a power coupled with an interest and shall be irrevocable until such time that all Obligations are indefeasibly paid in full. Notwithstanding the foregoing, LGS further agrees to execute any additional documents which Lender may require in order to confirm this power of attorney, or which Lender may deem necessary to enforce any of its rights contained in this Agreement.

4.3 The powers conferred on Lender hereunder are solely to protect Lender's interests in the Collateral and shall not impose any duty upon Lender to exercise any such powers. Lender shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither Lender nor any of its officers, directors, employees or agents shall be responsible to LGS for any act or failure to act, except for Lender's own gross negligence or willful misconduct.

4.4 LGS also authorizes Lender to execute, in connection with any sale provided for in this Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

5. Events of Default. The occurrence of any one or more of the following shall constitute an Event of Default under this Agreement:

- 5.1 the occurrence of any Default or Event of Default under the Loan Agreement;

5.2 a breach by LGS of any material covenant contained in this Agreement;

5.3 if any warranty or representation contained in this Agreement, including, without limitation, the warranties and representations contained in Section 3 of this Agreement, shall be incorrect in any material respect.

6. Remedies. Upon the occurrence of an Event of Default, in addition to all other rights and remedies of Lender, whether under law, in equity or otherwise (all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively or concurrently):

6.1 Lender shall have all of the rights and remedies set forth in the Loan Agreement.

6.2 Immediately upon Lender's written request, LGS shall not make any further use of the Trademarks or any mark similar thereto for any purposes.

6.3 Lender may, at any time and from time to time, license, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any of the Trademarks, throughout the world for such term or terms, on such conditions, and in such manner, as Lender shall in its sole discretion determine.

6.4 Lender may (without assuming any obligations or liability thereunder), at any time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of LGS in, to and under any one or more license agreements with respect to the Collateral, including, without limitation the Licenses, and take or refrain from taking any action under any license or sublicensee thereof, and LGS hereby releases Lender from, and agrees to hold Lender free and harmless from and against, any claims arising out of any action taken or omitted to be taken with respect to any such license agreements except claims arising out of Lender's willful misconduct.

6.5 Lender may foreclose upon the Collateral for the purpose of using, assigning, selling or otherwise disposing of the Collateral or any of it, either with or without special or other conditions or stipulations, and record any documents with the United States Patent and Trademark Office necessary to evidence Lender's ownership in the Collateral.

6.6 Lender may appear before the United States Patent and Trademark Office as owner, or as the representative of the owner, of the Collateral, without recording or filing any documents to evidence Lender's ownership in the Collateral.

6.7 Whether or not Lender forecloses upon the Collateral in accordance with this Agreement, Lender may, at any time and from time to time, assign, sell, or otherwise dispose of, the Collateral or any of it either with or without special or other conditions or stipulations, with power to buy the Collateral or any part of it, and with power also to execute assurances, and do all other acts

and things for completing the assignment, sale or disposition which Lender shall, in its sole discretion, deems appropriate or proper.

6.8 In addition to the foregoing, in order to implement the assignment, sale or other disposal of any of the Collateral, Lender may, at any time, pursuant to the authority granted in the Power of Attorney in the form of Schedule B annexed hereto and made a part hereof (such authority being effective on the occurrence of an Event of Default), execute and deliver on behalf of LGS, one or more instruments of assignment of the Trademarks (or any application or registration thereof), in form suitable for filing, recording or registration in any country. LGS agrees to pay when due all reasonable costs and expenses incurred in any such transfer of the Trademarks, including any taxes, fees and reasonable attorneys' fees, and all such costs shall be added to the Obligations of LGS to Lender. Lender may apply the proceeds actually received from any such license, assignment, sale or other disposition to the payment of the Obligations of LGS to Lender as provided for in the Loan Agreement. LGS shall remain liable for any deficiency with respect to the Obligations of LGS to Lender, which shall bear interest and be payable at the Default Rate under the Loan Agreement. The rights of LGS to receive any surplus shall be subject to any duty of Lender imposed by law to the holder of any subordinate security interest in the Collateral known to Lender. Nothing contained herein shall be construed as requiring Lender to take any such action at any time.

7. Execution of Special Power of Attorney. Concurrently with the execution and delivery of this Agreement, LGS is executing and delivering to Lender a certain Power of Attorney, in the form of Schedule B annexed hereto and made a part hereof, for the implementation of the sale, assignment, licensing or other disposition of the Collateral pursuant to this Agreement.

8. Amendments and Modification. No provision hereof shall be modified, altered, waived or limited except by a written instrument expressly referring to this Agreement and executed by the party to be charged.

9. Binding Nature. This Agreement shall be binding upon and inure to the benefit of the successors, assigns or other legal representatives of LGS, and shall, together with the rights and remedies of Lender hereunder, be binding upon and inure to the benefit of Lender, successors, assigns or other legal representatives.

10. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF.

11. Notices. All notices, requests, demands and other communications provide for hereunder shall be in writing (unless otherwise expressly provided herein) and shall be sent and deemed to have been received as set forth in the Loan Agreement.

12. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which when taken together shall constitute but one and the same

instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in Portable Document Format (PDF Adobe Acrobat) or other means of electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be deemed to be an original signature. At the request of either party hereto, the other party hereto shall re-execute original forms hereof and deliver them to the said other party. No party hereto shall raise the use of a facsimile machine or Portable Document Format (PDF Adobe Acrobat) or other means of electronic transmission to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or Portable Document Format (PDF Adobe Acrobat) or other means of electronic transmission as a defense to the formation or enforceability of a contract and each of the parties forever waives any such defense. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

13. Headings. Section headings herein are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

14. Acknowledgment of Receipt. LGS acknowledges receipt of a copy of this Agreement.

15. No Waiver. No course of dealing between LGS and Lender, and no delay or omission of Lender in exercising or enforcing any of Lender's rights and remedies hereunder shall constitute a waiver thereof, and no waiver by Lender of any Event of Default shall operate as a waiver of any other Event of Default.

16. Severability. If any of the provisions of this Agreement shall contravene or be held invalid under the laws of any jurisdiction, this Agreement shall be construed as if not containing such provisions and the rights, remedies, warranties, representations, covenants, and provisions hereof shall be construed and enforced accordingly in such jurisdiction and shall not in any manner affect such provision in any other jurisdiction, or any other provisions of this Agreement in any jurisdiction.

17. Interest Granted to Lender. Notwithstanding any provision of this Agreement to the contrary, the interest granted to Lender under this Agreement is intended to be a pledge and a security interest only, and the execution of this Agreement is not intended to create an assignment or a transfer of title or any other property rights to the Trademarks.

18. WAIVER OF JURY TRIAL. LGS AGREES (AND BY ITS ACCEPTANCE OF THIS AGREEMENT, LENDER ALSO AGREES) THAT ANY SUIT, ACTION OR PROCEEDING, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT BY LENDER OR LGS ON OR WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE DEALINGS OF THE PARTIES WITH RESPECT HERETO OR THERETO, SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY. LGS HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND INTELLIGENTLY, AND WITH THE ADVICE OF LGS' COUNSEL, WAIVES (AND BY ITS ACCEPTANCE OF THIS AGREEMENT, LENDER ALSO WAIVES), TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY

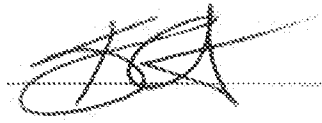
RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. FURTHER, LGS WAIVES ANY RIGHT LGS MAY HAVE TO CLAIM OR RECOVER, IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. LGS ACKNOWLEDGES AND AGREES THAT THIS SECTION IS A SPECIFIC AND MATERIAL ASPECT OF THIS AGREEMENT AND THAT LENDER WOULD NOT EXTEND CREDIT TO LGS IF THE WAIVERS SET FORTH IN THIS SECTION WERE NOT A PART OF THIS AGREEMENT.

THE NEXT PAGE IS THE SIGNATURE PAGE.

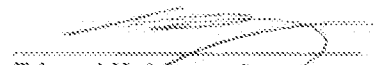
IN WITNESS WHEREOF, LGS and Lender have caused this Trademark and Tradename Security Agreement to be duly executed as of the Effective Date.

WITNESS:

OCEANFIRST BANK N.A.


.....

By:


.....
Edward K. Moran, Jr.
Senior Vice President

WITNESS:

LGS SPECIALTY SALES LTD.

.....

By:

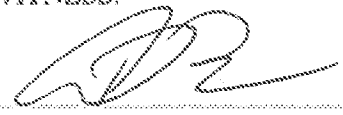
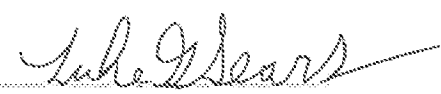
.....
Luke G. Sears, President

IN WITNESS WHEREOF, LGS and Lender have caused this Trademark and Tradename Security Agreement to be duly executed as of the Effective Date.

WITNESS: OCEANFIRST BANK N.A.

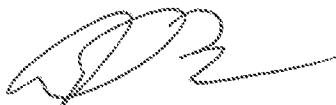
..... By:
Edward K. Moran, Jr.
Senior Vice President

WITNESS: LGS SPECIALTY SALES LTD.


..... By: 
Luke G. Sears, President

STATE OF NEW YORK)
) SS.:
COUNTY OF New York)

On November ⁷ 2022, before me, the undersigned, personally appeared LUKE G. SEARS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



ALAN P DULE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DU6437648
Qualified in New York County
My Commission Expires August 1, 2025

SCHEDULE A: Summary List of Trademarks

Mark	Serial No.	Filing Date	Registration No.	Registration Date	Country
DARLING CLEMENTINES	3848428	November 13, 2008	2325767	November 6, 2009	Argentina
DARLING	3848427	November 13, 2008	2325766	November 6, 2009	Argentina
DARLING LEMONS	3762976	December 4, 2018	3029500	September 27, 2019	Argentina
SUAVO AVOCADO	1076100	September 25, 2000	TMA620450	September 23, 2004	Canada
MY DARLING CLEMENTINES	1124975	September 29, 2014	1184519	November 2, 2015	Chile
DARLING CLEMENTINES	844924	November 14, 2008	879899	March 31, 2010	Chile
DARLING	844923	November 14, 2008	875674	February 11, 2010	Chile
DARLING CITRUS	1124976	September 29, 2014	1184120	October 29, 2015	Chile
SUAVO AVOCADO	1124974	September 29, 2014	1184518	November 2, 2015	Chile
DARLING ORANGES	1280972	February 27, 2018	1285274	November 9, 2018	Chile
DARLING MANDARINS	1280973	February 27, 2018	1285275	November 9, 2018	Chile
DARLING LEMONS	1308537	December 5, 2018	1306048	September 16, 2019	Chile
DARLING	2149163	January 8, 2019	2319236	October 29, 2021	Mexico
SUAVO AVOCADO	1532334	September 29, 2014	1510391	January 28, 2015	Mexico
DARLING LEMONS	199055	December 4, 2018	199055	February 10, 2020	Morocco
DARLING CLEMENTINES NATURE'S SWEET TEMPTATIONS & Design	162632	October 14, 2014	162632	October 14, 2014	Morocco

SCHEDULE A: Summary List of Trademarks

MY DARLING CLEMENTINES	05921682014	October 7, 2014	00221047	February 9, 2015	Peru
DARLING CLEMENTINES	03747172008	November 27, 2008	00152824	May 22, 2009	Peru
DARLING	03747182008	November 27, 2008	00152825	May 22, 2009	Peru
DARLING CITRUS	05921692014	October 7, 2014	00221048	February 9, 2015	Peru
SUAVO AVOCADO	05921702014	October 7, 2014	00224967	June 8, 2015	Peru
MY DARLING CLEMENTINES	201426576	September 30, 2014	201426576	April 30, 2019	South Africa
DARLING CLEMENTINES	201426575	September 30, 2014	201426575	April 8, 2019	South Africa
DARLING CITRUS	201426574	September 30, 2014	201426574	March 29, 2019	South Africa
TINY TIM'S	86/924310	March 1, 2016	5365552	December 26, 2017	United States
MY DARLING CLEMENTINES	75/042002	January 11, 1996	2068878	June 10, 1997	United States
DARLING CLEMENTINES	75/001789	October 5, 1995	2076311	July 1, 1997	United States
DARLING	75/001790	October 5, 1995	2078020	July 8, 1997	United States
DARLING CITRUS	77/331692	November 16, 2007	3552879	December 30, 2008	United States
SUAVO AVOCADO	76/104562	August 7, 2000	2724968	June 10, 2003	United States
DARLING ORANGES	87/591175	August 31, 2017	5451642	April 24, 2018	United States
DARLING MANDARINS	87/591180	August 31, 2017	5628925	December 11, 2018	United States
DARLING LEMONS	87/952497	June 7, 2018	5669510	February 5, 2019	United States
DARLING CARA CARA	88/578374	August 14, 2019	6027376	April 7, 2020	United States
#PEEL OF APPROVAL	86/732594	August 21, 2015	5863381	September 17, 2019	United States
DARLING GRAPEFRUIT	97/131115	November 18, 2021	N/A	N/A	United States

SCHEDULE A: Summary List of Trademarks

MY DARLING CLEMENTINES	458898	November 13, 2014	460111	April 5, 2016	Uruguay
DARLING CLEMENTINES	458897	November 13, 2014	460110	April 5, 2016	Uruguay
DARLING	458895	November 13, 2014	460108	April 5, 2016	Uruguay
DARLING CITRUS	458896	November 13, 2014	460109	April 5, 2016	Uruguay
DARLING LEMONS	500851	December 4, 2018	500851	May 5, 2021	Uruguay

SCHEDULE

Special Power of Attorney

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that LGS SPECIALTY SALES LTD., a corporation of the State of New York with its principal place of business at 1 Radisson Plaza, 10th Floor, New Rochelle, New York 10801 (being hereinafter referred to as "LGS"), pursuant to a certain Trademark and Tradename Security Agreement of even date herewith (the "Security Agreement"), hereby appoints and constitutes OCEANFIRST BANK N.A., having an office at 975 Hooper Avenue, Toms River, New Jersey 08753 (together with its affiliates and subsidiaries, and all successors and assigns thereof hereinafter collectively referred to as "Lender"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of LGS, in accordance with the terms and provisions of the Security Agreement:

1. Assigning, selling or otherwise disposing of all right, title and interest of LGS in and to the Trademarks listed on Schedule A annexed to the Security Agreement, and including those trademarks and patents which may be added to the same subsequent to the date of this Special Power of Attorney, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all other agreements, documents, instruments or assignment or other papers necessary or advisable to effect such purpose, in each case, in accordance with the terms and provisions of the Security Agreement; and

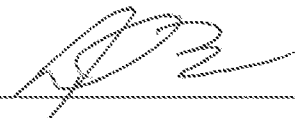
2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Lender may in its sole discretion determine

This Special Power of Attorney is made pursuant to the Security Agreement and may not be revoked until the Obligations, as such term is defined in the Security Agreement, of LGS to Lender are fully paid and satisfied.

IN WITNESS WHEREOF, LGS has executed and delivered this Special Power of Attorney as of November 4, 2022.

WITNESS:

LGS SPECIALTY SALES LTD.




By: 
Luke G. Sears, President

ACKNOWLEDGMENT

STATE OF NEW YORK)
) SS.:
COUNTY OF New York)

On November 4, 2022, before me, the undersigned, personally appeared LUKE G. SEARS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



ALAN P DULE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DU6437648
Qualified in New York County
My Commission Expires: AUGUST 1, 2026

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