

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM774597

<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>
Atlantic Blueberry Company		12/02/2022	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Canadian Imperial Bank of Commerce		
<b>Street Address:</b>	81 Bay Street		
<b>Internal Address:</b>	10th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5J 0E7		
<b>Entity Type:</b>	BANK: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2302241	ATLANTIC BLUEBERRY CO. HAMMONTON NEW JER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	13127017552		
<b>Email:</b>	ipdocket@mayerbrown.com		
<b>Correspondent Name:</b>	Caitlin L. Schlie		
<b>Address Line 1:</b>	71 S Wacker Drive		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	22724909		
<b>NAME OF SUBMITTER:</b>	Caitlin L. Schlie		
<b>SIGNATURE:</b>	/Caitlin L. Schlie/		
<b>DATE SIGNED:</b>	12/15/2022		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of December 2, 2022 is executed by ATLANTIC BLUEBERRY COMPANY (the "Debtor") in favor of CANADIAN IMPERIAL BANK OF COMMERCE, as administrative agent (in such capacity, and its successors and permitted assigns in such capacity, the "Agent"), on behalf of itself and the other Secured Parties (as defined herein).

### PRELIMINARY STATEMENTS

The Debtor is a party to a Pledge and Security Agreement dated as of December 2, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**") among the Debtor, the other debtors party thereto and the Agent pursuant to which the Debtor granted a security interest to the Agent in substantially all of its assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**Section 1. Defined Terms.** Capitalized terms used but not defined herein shall have the respective meanings set forth in the Pledge and Security Agreement.

**Section 2. Grant of Security Interest.** The Debtor grants to the Agent for the benefit of the Secured Parties a continuing lien on and security interest in (i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto under the heading "Trademarks"; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all rights corresponding to any of the foregoing throughout the world.

**Section 3. Certain Limited Exclusions.** Notwithstanding anything herein to the, the security interest created by this Agreement shall not extend to, and the term "Collateral" shall not include any "intent to use" trademark application until such time as a statement of use has been filed and accepted by the United States Patent and Trademark Office with respect thereto.

**Section 4. Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent on behalf of and for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and the Debtor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein..


**Section 5. Continuing Agreement.** This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until payment in full of all Secured Obligations. Upon termination of this Agreement, the Agent shall, upon the request and at the expense of the Debtor, forthwith release its Lien hereunder.

**Section 6. Choice of Law.** This Agreement shall be deemed to be a contract under the Laws of the State of New York without regard to its conflict of laws principles. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

**ATLANTIC BLUEBERRY COMPANY**

By:   
Name: Ron Bell  
Title: President

ACKNOWLEDGED AND AGREED:

**CANADIAN IMPERIAL BANK OF COMMERCE**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

**ATLANTIC BLUEBERRY COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGED AND AGREED:

**CANADIAN IMPERIAL BANK OF COMMERCE**

By:                     *M E*                      
Name: Mauricio Echeverri  
Title: Authorized Signatory

Schedule A

**Trademark Registrations and Applications**

<b>Application No.</b>	<b>Registration No.</b>	<b>Trademark</b>	<b>Owner</b>
75627821	2302241	Stylized ATLANTIC BLUEBERRY CO. HAMMONTON NEW JERSEY	Atlantic Blueberry Company