

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM781866

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Agro Merchants Global, L.P.		12/30/2020	Limited Partnership: CAYMAN ISLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Americold Realty Operating Partnership, L.P.		
<b>Street Address:</b>	10 Glenlake Parkway, South Tower, Suite 600		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30328		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5007037	AGRO MERCHANTS GROUP	
<b>Registration Number:</b>	5007041	AGRO	
<b>Registration Number:</b>	5007042	AGRO MERCHANTS GROUP	
<b>Registration Number:</b>	5048278	AGRO	
<b>Registration Number:</b>	5579276	NORDIC LOGISTICS AND WAREHOUSING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048738501		
<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>	404-873-8500		
<b>Email:</b>	trademarks@agg.com		
<b>Correspondent Name:</b>	Jo Jones   Arnall Golden Gregory LLP		
<b>Address Line 1:</b>	171 17th Street NW, Suite 2100		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30363		
<b>ATTORNEY DOCKET NUMBER:</b>	2025.1037		
<b>NAME OF SUBMITTER:</b>	Jo Jones		
<b>SIGNATURE:</b>	/Jo Jones/		
<b>DATE SIGNED:</b>	01/20/2023		

CH \$140.00 5007037

**Total Attachments: 9**

source=Project London - Intellectual Property Assignment (Executed)#page1.tif

source=Project London - Intellectual Property Assignment (Executed)#page2.tif

source=Project London - Intellectual Property Assignment (Executed)#page3.tif

source=Project London - Intellectual Property Assignment (Executed)#page4.tif

source=Project London - Intellectual Property Assignment (Executed)#page5.tif

source=Project London - Intellectual Property Assignment (Executed)#page6.tif

source=Project London - Intellectual Property Assignment (Executed)#page7.tif

source=Project London - Intellectual Property Assignment (Executed)#page8.tif

source=Project London - Intellectual Property Assignment (Executed)#page9.tif

**Intellectual Property Assignment**

THIS INTELLECTUAL PROPERTY ASSIGNMENT (together with the schedules attached hereto, this "Assignment"), is made, entered into and effective as of December 30, 2020, by and between **Agro Merchants Global, L.P.**, a Cayman Islands exempted limited partnership ("Assignor"), on the one hand, and **Americold Realty Operating Partnership, L.P.**, a Delaware limited partnership, ("Assignee"), on the other hand. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in that certain Transaction Agreement, dated October 12, 2020, by and between (i) Assignee, (ii) Americold Realty Trust, a Maryland real estate investment trust ("Buyer REIT"), (iii) certain Subsidiaries of Buyer REIT, (iv) Assignor, (v) Agro Merchants Intermediate Holdings, L.P., a Cayman Islands exempted limited partnership ("Seller Holdings"), and (vi) certain direct and indirect Subsidiaries of Seller Holdings (the "Transaction Agreement"). As the context of this Assignment requires, each of Assignor and Assignee are referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, as of the date hereof, Assignor is the exclusive owner of certain Intellectual Property related to or used or held for use in the Business;

WHEREAS, in connection with the consummation of the transactions contemplated by the Transaction Agreement, on the terms and subject to the conditions set forth therein, Assignor desires to sell, transfer, deliver, assign and convey to Assignee all of Assignor's right, title, and interest in and to all Intellectual Property owned by Assignor (as legal owner and/or beneficial owner), including any and all of Assignor's right, title and interest in and to each of those items respectively set forth on **Schedules A, B and C** hereto (collectively, the "Assigned Intellectual Property");

WHEREAS, in connection with the consummation of the transactions contemplated by the Transaction Agreement, on the terms and subject to the conditions set forth therein, Assignee desires to purchase, accept, acquire and assume from Assignor all right, title, and interest in and to all of the Assigned Intellectual Property; and

WHEREAS, this Assignment is identified as a closing deliverable under Section 2.4(a)(ix) and Section 2.4(b)(x) of the Transaction Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein and in the Transaction Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers, and conveys to Assignee, its successors, assigns, and legal representatives, all right, title, and interest in and to all of the Assigned Intellectual Property, free and clear of all Encumbrances (other than Permitted Encumbrances), including, without limitation the following, in each case which is owned by Assignor:

(a) patents and applications for patents and all related reissuances, reexaminations, divisions, renewals, extensions, provisionals, continuations and continuations in part;

(b) trademarks, service marks, logos, trade dress, trade names, Internet addresses, domain names, social media identifiers, handles and profiles and all other indicia of source or origin, related registrations, registration applications, and renewals and all goodwill associated with any of the foregoing, including, without limitation, all such items identified on **Schedules A, B and C** attached hereto;

(c) copyrights, copyright registrations, copyrightable works and all other corresponding rights;

(d) mask works, mask work registrations and mask work applications and all other corresponding rights

(e) inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, technology, technical data, trade secrets, confidential business information, manufacturing and production processes and techniques, methodologies, strategies, research and development information, financial, marketing and business data, pricing and cost information, business and marketing plans, advertising and promotional materials, customer, distributor, reseller and supplier lists and information, correspondence, records, and other documentation and other proprietary information of every kind;

(f) computer software (including source and object code), firmware, development tools, algorithms, files, records, technical drawings and related documentation, data and manuals;

(g) rights in databases and data collections;

(h) other similar intangible intellectual property or proprietary rights to the foregoing (in whatever form or medium);

(i) rights to pursue applications to register, registrations and renewals or extensions of the foregoing and to seek and hold registrations or patents for any of the foregoing, in Assignee's own name throughout the world;

(j) all goodwill associated with each of the foregoing and together with any and all rights to income, fees, royalties, damages, payments and other proceeds now due or hereafter payable with respect thereto; and

(k) any and all claims and causes of action with respect thereto, whether accruing before, on and/or after the date hereof, including all rights to sue for and recover damages and profits, due or accrued, and other remedies in respect of any and all past, present, and future infringement, misappropriation, dilution or violation of any of the foregoing, in perpetuity (or for the longest period of time otherwise permitted by Law).

Assignor hereby waives any claim available to such Assignor under any theory of natural or moral rights or any right of attribution under all Laws of any jurisdiction with respect to any of the foregoing to the extent such waiver is recognizable under the Laws of such jurisdiction.

2. Recordal and Perfection. Assignee shall have the right, at Assignee's cost and expense, to record this Assignment with all applicable Governmental Authorities and registrars so as to perfect its ownership of the Assigned Intellectual Property. Assignor further hereby agrees, at Assignee's cost, to execute and deliver to Assignee, its successors and assigns, such other and further assignments, instruments and documents as Assignee reasonably may request from time to time for the purpose of establishing, registering, evidencing, enforcing or defending Assignee's complete, exclusive, and worldwide ownership of all right, title and interest in and to the Assigned Intellectual Property. To the extent that the relevant Assigned Intellectual Property is an internet domain name (including the domain names at Schedule C attached hereto), the Assignor agrees to assist the Assignee in changing the technical and administrative contact information for that internet domain name with the applicable internet domain name registrar to such information of the Assignee's choice (including by delivering to the Assignee any and all applicable user names and passwords for related accounts to enable the Assignee to assume control of such internet domain name).

3. Entire Agreement. This Assignment, the Transaction Agreement (including the Annexes, Exhibits and Schedules to the Transaction Agreement), and the documents to be delivered under the Transaction Agreement contain the entire agreement of the Parties with regard to the subject matter hereof; provided, however, that this provision is not intended to abrogate any other written agreement between Assignor and Assignee executed with or after this Assignment.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.

5. Submission to Jurisdiction. Each Party hereby (a) submits itself to the exclusive jurisdiction of any federal court located in the State of Delaware or any Delaware state court having subject matter jurisdiction in the event any dispute or claim that arises out of this Agreement, (b) acknowledges that such jurisdiction is proper, and (c) waives any and all objections as to venue, inconvenient forum and the like.

6. Counterparts. This Assignment may be executed in one or more counterparts, and by each of the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same original instrument. Delivery of an executed counterpart of a signature page to this Assignment by electronic means (including portable document format) shall be as effective as delivery of a manually executed counterpart of this Assignment.

7. Language. In the event of any conflict between the English language version of this Assignment and any translation hereof, the English language version shall prevail.

8. Transaction Agreement. The Parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Transaction Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. Nothing in this Assignment, express or implied, is intended to or shall be construed to replace, substitute, modify, expand, qualify or limit in any way the terms of the Transaction Agreement.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties have duly executed and delivered this Assignment as of the date first above written.

**ASSIGNOR:**

**Agro Merchants Global, L.P.**

By: Agro Merchants Global, Ltd., its general partner

By: \_\_\_\_\_

Name: Zaenary Serebrenik

Title: Treasurer

**ASSIGNEE:**

**Americold Realty Operating Partnership, L.P.**

By: \_\_\_\_\_

Name:

Title:

**IN WITNESS WHEREOF**, the Parties have duly executed and delivered this Assignment as of the date first above written.

**ASSIGNOR:**

**Agro Merchants Global, L.P.**

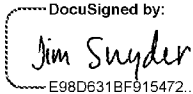
By: \_\_\_\_\_

Name:

Title:

**ASSIGNEE:**

**Americold Realty Operating Partnership, L.P.**

By:  \_\_\_\_\_  
E98D631BF915472...



Name: James C. Snyder, Jr.

Title: Chief Legal Officer, Executive Vice  
President and Secretary



**Schedule A**

**U.S. Trademark Registrations and Applications**

<b>Jurisdiction</b>	<b>Mark</b>	<b>Goods and Services</b>	<b>Serial Number Filing Date</b>	<b>Registration No. Issue Date</b>
United States	AGRO	39 - Freight forwarding; Freight forwarding services; Supply chain logistics and reverse logistics services, namely, storage, transportation and delivery of goods for others by air, rail, ship or truck; Transport and storage of goods; Transport, delivery, packaging, and storage of beef, pork, poultry, seafood, bakery products, fruits, and vegetables; Transportation and storage of goods; Transportation and storage of goods in refrigerated conditions; Warehouse storage; Warehousing services; Warehousing services, namely, storage, distribution, pick-up, packing, and shipping of beef, pork, poultry, seafood, bakery products, fruits, and vegetables.	86/827604 11/20/2015	5048278 09/27/2016
United States	AGRO Logo  	39 - Freight forwarding; Freight forwarding services; Supply chain logistics and reverse logistics services, namely, storage, transportation and delivery of goods for others by air, rail, ship or truck; Transport and storage of goods; Transport, delivery, packaging, and storage of beef, pork, poultry, seafood, bakery products, fruits, and vegetables; Transportation and storage of goods; Transportation and storage of goods in refrigerated conditions; Warehouse storage; Warehousing services; Warehousing services, namely, storage, distribution, pick-up, packing, and shipping of beef, pork, poultry, seafood, bakery products, fruits, and vegetables.	86/827504 11/20/2015	5007041 07/26/2016
United States	AGRO Logo MERCHANTS GROUP (Stacked)  	39 - Freight forwarding; Freight forwarding services; Supply chain logistics and reverse logistics services, namely, storage, transportation and delivery of goods for others by air, rail, ship or truck; Transport and storage of goods; Transport, delivery, packaging, and storage of beef, pork, poultry, seafood, bakery products, fruits, and vegetables; Transportation and storage of goods; Transportation and storage of goods in refrigerated conditions; Warehouse storage; Warehousing services; Warehousing services, namely, storage, distribution, pick-up, packing, and shipping of beef, pork, poultry, seafood, bakery products, fruits, and vegetables.	86/827450 11/20/2015	5007037 07/26/2016
United States	AGRO MERCHANTS GROUP (Stylized)	39 - Freight forwarding; Freight forwarding services; Supply chain logistics and reverse logistics services, namely, storage, transportation	86/827559 11/20/2015	5007042 07/26/2016

	AGRO Merchants Group	and delivery of goods for others by air, rail, ship or truck; Transport and storage of goods; Transport, delivery, packaging, and storage of beef, pork, poultry, seafood, bakery products, fruits, and vegetables; Transportation and storage of goods; Transportation and storage of goods in refrigerated conditions; Warehouse storage; Warehousing services; Warehousing services, namely, storage, distribution, pick-up, packing, and shipping of beef, pork, poultry, seafood, bakery products, fruits, and vegetables.		
United States	GLOBAL COLD CHAIN SOLUTIONS DELIVERED LOCALLY	39 - Freight forwarding; Freight forwarding services; Supply chain logistics and reverse logistics services, namely, storage, transportation and delivery of goods for others by air, rail, ship or truck; Transport and storage of goods; Transport, delivery, packaging, and storage of beef, pork, poultry, seafood, bakery products, fruits, and vegetables; Transportation and storage of goods; Transportation and storage of goods in refrigerated conditions; Warehouse storage; Warehousing services; Warehousing services, namely, storage, distribution, pick-up, packing, and shipping of beef, pork, poultry, seafood, bakery products, fruits, and vegetables.	88/808456 02/24/2020	
United States	NORDIC LOGISTICS AND WAREHOUSING	35 - Business consulting services relating to product distribution, operations management services, logistics, reverse logistics, supply chain, and production systems and distribution solutions; business management services, namely, supply chain logistics, reverse logistics and liquidation of goods of others; freight logistics management; transportation logistics services, namely, arranging the transportation of goods for others; supply chain management services; business advisory services in the field of transportation logistics.  39 - Rental of warehouse space; warehouse storage; warehousing services; warehousing services, namely, storage, distribution, pick-up, packing, and shipping of food; transport, delivery, packaging, and storage of food; merchandise packaging for others; packaging articles for transportation; packaging articles to the order and specification of others; supply chain logistics and reverse logistics services, namely, storage, transportation and delivery of goods for others by air, rail, ship or truck; freight forwarding services freight transportation by air, rail, ship or truck;	87/801223 02/16/2018	5579276 10/09/2018

		global transportation of freight for others by all available means.  40 - Freezing of foods; food processing; providing technical information in the field of food processing.		
--	--	--	--	--