

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM802171

<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>
I LOVE PRODUCE, LLC		04/10/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIRST BANK		
<b>Street Address:</b>	2465 Kuser Road, Suite 101		
<b>City:</b>	Hamilton		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08690		
<b>Entity Type:</b>	state-chartered bank: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6245998	THE OFFICIAL GARLIC OF HALLOWEEN	
<b>Registration Number:</b>	6222441	I LOVE GINGER	
<b>Registration Number:</b>	6200973	I LOVE GARLIC	
<b>Registration Number:</b>	5939333	OCTCLOVERFEST	
<b>Registration Number:</b>	3805016	VILLAGE GROWN ORGANIC	
<b>Registration Number:</b>	3805599	I LOVE PRODUCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158648999		
<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>	2158648352		
<b>Email:</b>	shorem@ballardspahr.com		
<b>Correspondent Name:</b>	Michael S Shore		
<b>Address Line 1:</b>	Ballard Spahr LLP		
<b>Address Line 2:</b>	1735 Market Street, 51st Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-7599		
<b>NAME OF SUBMITTER:</b>	Michael S. Shore		
<b>SIGNATURE:</b>	/Michael S. Shore/		
<b>DATE SIGNED:</b>	04/11/2023		

CH \$165.00 6245998

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 10, 2023 (this “Agreement”), is made by I LOVE PRODUCE, LLC, a Delaware limited liability company (the “Grantor”), in favor of FIRST BANK, a New Jersey state-chartered bank, in its capacity as lender (in such capacity, together with its successors and permitted assigns, the “Lender”). Capitalized terms used herein without definition are used as defined in the Loan and Security Agreement (as hereinafter defined).

**WHEREAS**, ILP Acquisition, LLC, a Delaware limited liability company (“Parent”), the Grantor and the Lender have entered into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Loan and Security Agreement”); and

**WHEREAS**, the Loan and Security Agreement requires the Grantor to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Loan and Security Agreement, the Grantor hereby agree as follows:

**Section 1 Grant of Security Interest in Trademark Collateral.** The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby pledges to Lender, and grants to Lender, a security interest in, all of its right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its (x) (i) trademarks, rights and interests in trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith (other than Excluded Property) anywhere in the world, (ii) reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing, (iii) income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing, (iv) the right to sue for past, present and future infringements of any of the foregoing and (v) all rights corresponding to any of the foregoing (including the goodwill) throughout the world (all of the foregoing, collectively, the “Trademarks”) and (y) agreements now or hereafter in existence, whether written or oral, providing for the grant by or to the Grantor of any right to use any Trademark (“Trademark Licenses”) providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto, but excluding any “intent to use” Trademark applications for which a verified statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office;

(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 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.

**Section 2**     **Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Loan and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Agreement and the Loan and Security Agreement (or any portion hereof or thereof), the terms of the Loan and Security Agreement shall prevail.

**Section 3**     **Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Trademark Licenses, in each case subject to a security interest hereunder.

**Section 4**     **Counterparts.** This 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 5**     **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the Commonwealth of Pennsylvania, without regard to the principles of conflicts of law of such state that would require the application of the law of another jurisdiction.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the date first set forth above.

**Grantor:**

**I LOVE PRODUCE, LLC**

DocuSigned by:  
By: Neil Millman  
Name: Neil Millman  
Title: VP

**Lender:**

**FIRST BANK**, in its capacity as Lender

By: Adam Regnery  
Name: Adam Regnery  
Title: Vice President

**SCHEDULE I**

**Registered Trademarks**

<b>Name of Grantor</b>	<b>Trademark</b>	<b>Registration Number (USPTO)</b>	<b>Registration Date (USPTO)</b>
I Love Produce, LLC	THE OFFICIAL GARLIC OF HALLOWEEN	6245998	01/12/2021
I Love Produce, LLC	I LOVE GINGER	6222441	12/15/2020
I Love Produce, LLC	I LOVE GARLIC	6200973	11/17/2020
I Love Produce, LLC	OCTCLOVERFEST	5939333	12/17/2019
I Love Produce, LLC	VILLAGE GROWN ORGANIC	3805016	06/15/2010
I Love Produce, LLC	I LOVE PRODUCE	3805599	06/22/2010