

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM809127

<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>
Harvest Food Group, LLC		05/04/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank, as Agent		
<b>Street Address:</b>	39200 Six Mile Road		
<b>Internal Address:</b>	MC 7578		
<b>City:</b>	Livonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	a Texas banking association: TEXAS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5945247	LIVE SIMPLE	
<b>Registration Number:</b>	4368192	PATH OF LIFE	
<b>Registration Number:</b>	5939508	PATH OF LIFE LIVE SIMPLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7349302494		
<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>	7349302488		
<b>Email:</b>	trademarks@bodmanlaw.com		
<b>Correspondent Name:</b>	Susan M. Kornfield		
<b>Address Line 1:</b>	201 South Division, Suite 400		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104		
<b>NAME OF SUBMITTER:</b>	Susan M. Kornfield		
<b>SIGNATURE:</b>	/susan m. kornfield/		
<b>DATE SIGNED:</b>	05/09/2023		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

### (Trademark)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARK) (this "Agreement"), dated as of May 4, 2023, by and between Harvest Food Group, LLC, a Delaware limited liability company (the "Debtor") and Comerica Bank, as Agent for the Lenders (as defined below) ("Secured Party").

### WITNESSETH

A. WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Harvest Food Group Acquisition LLC, a Delaware limited liability company ("Holdings"; the "Borrowers" mean (i) Holdings, prior to the consummation of the HFG Acquisition (as defined in the Credit Agreement) and (ii) Holdings and the Debtor after consummation of the HFG Acquisition), the other Persons from time to time party thereto as Subsidiary Guarantors (as defined in the Credit Agreement), the financial institutions from time to time party thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrowers and to provide for the issuance of Letters of Credit for the account of the Borrowers, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Borrowers, as grantors, executed and delivered that certain Pledge and Security Agreement, dated as of the date hereof, to the Secured Party (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrowers pursuant to the Credit Agreement, Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. The Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Secured Obligations, the Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in,

all of the following property of the Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all Licenses with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether the Debtor is a licensor or a licensee under any such License, including, without limitation, the Licenses listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such Licenses, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such Licenses;

(b) all Trademarks, including, without limitation, all Trademarks identified on Schedule 1.1 attached hereto and made a part hereof;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill associated with the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or License, including any Trademark, Trademark registration or License referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any License.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Secured Obligations. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtor, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default (as defined in the Credit Agreement) or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with Section 13.10 of the Credit Agreement.

SECTION 5. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be

construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 6. 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 State of Texas.

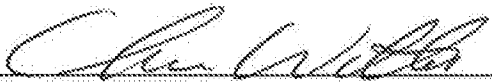
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. ENTIRE AGREEMENT. THIS WRITTEN LOAN AGREEMENT (AS DEFINED BY SECTION 26.02 OF THE TEXAS BUSINESS AND COMMERCE CODE) REPRESENTS THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTORS:

**HARVEST FOOD GROUP, LLC**

By:   
Chris Willis

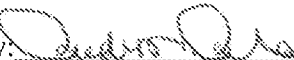
Its: Vice President and Secretary

[Signature Page to Intellectual Property Security Agreement (Trademark) (4865-3954-7226)]

**TRADEMARK**  
**REEL: 008066 FRAME: 0467**

SECURED PARTY:

COMERICA BANK, as Agent

By:   
\_\_\_\_\_  
Ronald M. Ruks

Its: Vice President

[Signature Page to Intellectual Property Security Agreement (Trademark) (4865-3954-7226)]

**TRADEMARK**  
**REEL: 008066 FRAME: 0468**

**SCHEDULE 1.1**

**TRADEMARK COLLATERAL**

**U.S. TRADEMARKS**

<b>Mark</b>	<b>Applicati on No.</b>	<b>Filing Date</b>	<b>Registrat ion No.</b>	<b>Registrati on Date</b>	<b>Owner</b>
<u>LIVE SIMPLE</u>	88052631	July 25, 2018	5945247	December 24, 2019	Harvest Food Group, LLC
<u>PATH OF LIFE</u>	85789076	November 28, 2012	4368192	July 16, 2013	Harvest Food Group, LLC
<u>PATH OF LIFE LIVE SIMPLE and Design</u> 	88151290	October 11, 2018	5939508	December 17, 2019	Harvest Food Group, LLC