

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM847292

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Trademark Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
West Pak Avocado, Inc.		10/06/2023	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	City National Bank, as Administrative Agent		
<b>Street Address:</b>	555 South Flower Street, 20th Floor		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4794942	DOS AMIGOS	
<b>Registration Number:</b>	4670274	WEST PAK AVOCADO, INC.	
<b>Registration Number:</b>	4662515	WEST PAK AVOCADO, INC.	
<b>Registration Number:</b>	3482413	JUSTRIPE!	
<b>Registration Number:</b>	6180611	LIL' 'CADOS	
<b>Registration Number:</b>	6108400	JUST THE RIPE SIZE	
<b>Registration Number:</b>	6360403	VIVA AVOCADOS	
<b>Registration Number:</b>	5372490	AVO MONSTERS	
<b>Registration Number:</b>	5372491	AVO MONSTERS	
<b>Serial Number:</b>	97448860	CALIFORNIA GOLD AVOCADOS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		
<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>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP		
<b>Address Line 1:</b>	355 SOUTH GRAND AVENUE		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	061700-0140		

OP \$265.00 4794942

<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon
<b>SIGNATURE:</b>	/Rhonda DeLeon/
<b>DATE SIGNED:</b>	10/19/2023
<b>Total Attachments: 6</b> source=West Pak - Trademark Security Agreement Executed#page1.tif source=West Pak - Trademark Security Agreement Executed#page2.tif source=West Pak - Trademark Security Agreement Executed#page3.tif source=West Pak - Trademark Security Agreement Executed#page4.tif source=West Pak - Trademark Security Agreement Executed#page5.tif source=West Pak - Trademark Security Agreement Executed#page6.tif	

**GRANT OF TRADEMARK SECURITY INTEREST**

**WHEREAS, WEST PAK AVOCADO, INC.**, a California corporation, located at 38655 Sky Canyon Suite A, Murrieta, CA 92563 ("Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, Grantor and West Pak Avocado LLC, a Texas limited liability company (collectively, the "Borrowers"), have entered into a Credit Agreement, dated as of October 6, 2023 (as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the financial institutions party thereto from time to time (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "Lenders"), and City National Bank, as Administrative Agent for the Lenders (in such capacity, the "Administrative Agent") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Borrowers; and

**WHEREAS**, the Borrowers and their respective subsidiaries may from time to time enter, or may from time to time have entered, into one or more Secured Cash Management Agreements (as defined in the Credit Agreement) or Secured Hedge Agreements (as defined in the Credit Agreement) in accordance with the terms of the Credit Agreement; and

**WHEREAS**, pursuant to the terms of a Collateral Agreement, dated as of October 6, 2023 (as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Grantor, the Administrative Agent and the other grantors named therein, Grantor has created in favor of the Administrative Agent a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Collateral Agreement, to evidence further the security interest granted by Grantor to the Administrative Agent pursuant to the Collateral Agreement, Grantor hereby grants to the Administrative Agent a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States, any state thereof, or in any foreign

country (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States, any state thereof, or in any foreign country, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Administrative Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding the foregoing, Trademark Collateral shall not include any Intent-to-Use Application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the registrability, validity or enforcement of such application under applicable federal law (the "Excluded Trademark Collateral"); provided that at the time any such Intent-to-Use Application matures into an Actual Use Application by the applicable Grantor's receipt of written notification from the IP Filing Office of its acceptance of either an "Amendment to Allege Use" or "Statement of Use," the Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, such Actual Use Application; provided, however, that "Excluded Trademark Collateral" shall not include any Proceeds, products, substitutions or replacements of any Excluded Trademark Collateral (unless such Proceeds, products, substitutions or replacements would themselves constitute Excluded Trademark Collateral under this paragraph).

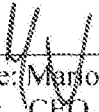
Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Grant of Trademark Security Interest may be executed in counterparts, each of which shall be an original, but all of which taken together shall constitute the same instrument. Delivery of an executed counterpart of this Grant of Trademark Security Interest by facsimile or pdf shall constitute an original for purposes hereof. The words "execution," "signed," "signature," and words of like import in this Grant of Trademark Security Interest shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

*[The remainder of this page is intentionally left blank.]*

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 6<sup>th</sup> day of October, 2023.


**WEST PAK AVOCADO, INC.**

By:  \_\_\_\_\_  
Name: Marlo Pacheco  
Title: CEO



[Signature Page to Grant of Trademark Security Interest]

CITY NATIONAL BANK,  
as the Administrative Agent

By:   
Name: Theresa Wong  
Title: Senior Vice President

[Signature Page to Grant of Trademark Security Interest]

**TRADEMARK**  
**REEL: 008233 FRAME: 0210**

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

**WEST PAK AVOCADO, INC. US TRADEMARKS**

MARK	FILE NO.	APP NO. APP DATE	REG. NO. REG DATE	CLASS: GOODS/ SERVICES	STATUS	NEXT DEADLIN
	WPAYVO.006T	86/504193 01/15/2015	4794942 08/18/2015	16: Packaging containers of paper	Registered	Decl. of Use Due: 08/18/ Renewal Due: 08/18/2025
WEST PAK AVOCADO, INC.	WPAYVO.007T	86/248836 04/10/2014	4670274 01/13/2015	31: Fresh avocados	Registered	Renewal Due: 01/13/2025
	WPAYVO.008T	86/247996 04/10/2014	4662515 12/30/2014	31: Fresh avocados	Registered	Renewal Due: 12/30/2024
JUSTRIPE!	WPAYVO.010T	78/908465 06/14/2006	3482413 08/05/2008	31: Fresh fruits	Renewed	Renewal Due 08/05/2028
LILCADOS	WPAYVO.022T	87/916475 05/10/2018	6180611 10/20/2020	31: Fresh avocados; Fresh fruit	Registered	Decl. of Use Due: 10/20/2026 Renewal Due: 10/20/2030
JUST THE RIPE SIZE	WPAYVO.023T	87/916476 05/10/2018	6108400 07/21/2020	31: Fresh avocados; Fresh fruit	Registered	Decl. of Use Due: 7/21/2026 Renewal Due: 7/21/2030

MARK	FILE NO.	APP NO. APP DATE	REG NO. REG DATE	CLASS: GOODS/ SERVICES	STATUS	NEXT DEADLIN
VIVA AVOCADOS	WPAVO.025T	90/12509 08/19/2020	6360403 05/25/2021	31: Fresh avocados	Registered	Decl of Use Due: 5/25/ Renewal Due: 5/25/20
AVO MONSTERS		86/932306 03/08/2016	5372490 01/09/2018	31: Fresh avocados	Registered	
AVO MONSTERS		86/932314 03/08/2016	5372491 01/09/2018	31: Fresh avocados	Registered	
CALIFORNIA GOLD AVOCADOS		97/448860 06/08/2022		31: Fresh avocados	Pending	

TRADEMARK

REEL: 008233 FRAME: 0212

RECORDED: 10/19/2023