

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM855398

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pasquesi Farms, LLC		11/22/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	250 Yonge Street		
Internal Address:	11th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5B 2L7		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86767366	MIGHTYVINE	
Serial Number:	86792526	MIGHTYVINE	
Serial Number:	88488521	MIGHTYVINE	
Serial Number:	88616734	TINY MIGHTY CUKES	
Serial Number:	88616715	TINY MIGHTY PEPPERS	
Serial Number:	88616700	THE BEST TOMATOES ARE GROWN CLOSE TO HOM	
CORRESPONDENCE DATA			
Fax Number:	6137839690		
<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>			
Phone:	6137839644		
Email:	anna.clark@dentons.com		
Correspondent Name:	Anna Clark		
Address Line 1:	99 Bank Street		
Address Line 2:	Suite 1420		
Address Line 4:	Ottawa, CANADA K1P 1H4		
NAME OF SUBMITTER:	Anna Clark		
SIGNATURE:	/Anna Clark/		

OP \$165.00 86767366

DATE SIGNED:	11/22/2023
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Total Attachments: 4

source=BMO Pure - Confirmation of Security Interest in Intellectual Property - Pasquesi Farms#page1.tif
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**CONFIRMATION OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

WHEREAS Pasquesi Farms, LLC (the “**Debtor**”) is the owner of the intellectual property set forth in Schedule A hereto, the registrations and applications for the intellectual property identified therein and any underlying goodwill associated with such intellectual property (collectively, the “**Intellectual Property**”);

AND WHEREAS the Debtor has delivered a joinder and supplement agreement no. 1 to the general security and pledge agreement dated as of the date hereof pursuant to which it has become a Grantor under and pursuant to that certain general security and pledge agreement dated as of March 5, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) granted in favour of Bank of Montreal, as agent (the “**Secured Party**”), and all terms used herein as defined terms shall have the respective meanings ascribed thereto in the Security Agreement;

AND WHEREAS pursuant to the Security Agreement, the Debtor pledges, assigns, mortgages, charges and hypothecates to the Secured Party and grants to the Secured Party a security interest in favour of the Secured Party in, *inter alia*, all present and future intangibles of the Debtor, including all of its present and future goodwill, intellectual property and choses in action of every nature and kind, including without limitation the Intellectual Property (the “**Security Interest**”);

AND WHEREAS the Debtor and the Secured Party desire to record this Confirmation with the Canadian Intellectual Property Office and the United States Patent and Trademark Office and such other authorities as the Secured Party desires to provide third parties with notice of the grant of the Security Interest;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the terms and obligations set forth in the Security Agreement, the Debtor hereby confirms the granting of the Security Interest to the Secured Party.

The Debtor agrees that this Confirmation may be recorded with the Canadian Intellectual Property Office and the United States Patent and Trademark Office and such other authorities as the Secured Party desires to provide notice to third parties of the Security Interest granted under the Security Agreement.

Notwithstanding the foregoing, nothing herein shall be deemed to supersede, nor shall anything herein be used for the purpose of interpreting, the Security Agreement, and this Confirmation is not intended to alter in any way the rights or obligations of the Debtor or the Secured Party set forth in the Security Agreement. For the avoidance of doubt, if the terms of this Confirmation conflict with the Security Agreement, the terms of the Security Agreement shall govern.


This Confirmation shall be governed by and construed in accordance with the laws of the State of Georgia.

[Remainder of page intentionally blank; signature page follows.]

DATED as of the 22nd day of November, 2023.

DEBTOR:

PASQUESI FARMS, LLC

Per: 
Name: Jeffery Alfred Moracci
Title: Manager and President

I have the authority to bind the Debtor.

SECURED PARTY:

BANK OF MONTREAL, AS AGENT

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We have the authority to bind the Secured Party.

DATED as of the 22nd day of November, 2023.

DEBTOR:

PASQUESI FARMS, LLC

Per: _____

Name:

Title:

I have the authority to bind the Debtor.

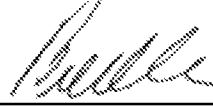
SECURED PARTY:

BANK OF MONTREAL, AS AGENT

Per:  _____

Name: Frederic Gosselin,

Title: Senior Director, Loan Syndications

Per:  _____

Name: Brendan OConnor

Title: Managing Director

We have the authority to bind the Secured Party.

**SCHEDULE A
INTELLECTUAL PROPERTY**

Trademarks

Trademarks	Status	Application No.	Application Date	Registration No.	Registration Date
Mightyvine (trademark)	Registered	86767366		4996422	
Mightyvine (service mark) Class 35: Wholesale food distributorship services	Registered	86792526		5089338	
Mightyvine (trademark) Fresh fruit; Fresh fruit and vegetables; Fresh vegetables	Registered	88488521		6679969	
Tiny Mighty Cukes (trademark) Fresh cucumbers; Fresh fruit; Fresh vegetables; Fresh fruit and vegetables	Currently suspended and will have to show use once suspension is lifted	88616734			
Tiny Mighty Peppers (trademark) Fresh fruit; Fresh fruit and vegetables; Fresh peppers; Fresh vegetables	Currently suspended and will have to show use once suspension is lifted	88616715			
The Best Tomatoes Are Grown Close to Home (trademark) Fresh fruit; Fresh fruit and vegetables; Fresh tomatoes	Abandonment date: November 8, 2021	88616700			