

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM860446

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fresh Advantage, LLC		12/12/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Collateral Agent		
Street Address:	245 Park Avenue		
Internal Address:	44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86256161	FRESH ADVANTAGE	
Serial Number:	86271950	FRESH ADVANTAGE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	jess.bajada-bartlett@lw.com		
Correspondent Name:	LATHAM & WATKINS C/O J. BAJADA-BARTLETT		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	040896-0228		
NAME OF SUBMITTER:	Jessica Bajada-Bartlett		
SIGNATURE:	/s/ Jessica Bajada-Bartlett		
DATE SIGNED:	12/12/2023		
Total Attachments: 7			
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SHORT FORM
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated December 12, 2023, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of ARES CAPITAL CORPORATION, as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, DEMAKES FINANCECO, LLC, a Delaware limited liability company (“Holdings”), DEMAKES BORROWER, LLC, a Delaware limited liability company (the “Borrower”), ARES CAPITAL CORPORATION, as Administrative Agent and Collateral Agent, and each lender from time to time party thereto, have entered into the Term Loan Credit Agreement dated as of December 12, 2023 (the “Closing Date”) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, and the Hedge Banks to enter into Secured Hedge Agreements to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans and certain other Secured Parties to make other financial accommodations to the Borrowers and the Restricted Subsidiaries.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- (a) all Trademarks, including the registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office that are set forth in Schedule A hereto (excluding any Excluded Property);
- (b) all Proceeds and products of the foregoing; and
- (c) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks, or unfair competition regarding the same.

SECTION 2. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this IP Security Agreement.

SECTION 3. Termination. Upon the payment in full of the Obligations or the termination of the Security Agreement in accordance with the terms thereof, the Collateral Agent shall promptly execute, acknowledge, and deliver to the Borrower an instrument in writing in recordable form releasing the Collateral Agent's security interest in the Trademarks under this Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery by telecopier or other electronic transmission of an executed counterpart of signature page to this IP Security Agreement (including in "PDF" form) shall be effective as delivery of an original executed counterpart of this IP Security Agreement. The words "execution," "signed," "signature," and words of like import in this IP Security Agreement and shall be deemed to include electronic signatures or the keeping of records in electronic form, 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 applicable state laws based on the Uniform Electronic Transactions Act.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The provisions of Section 6.09(b) of the Security Agreement are incorporated herein, *mutatis mutandis*.

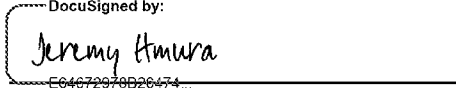
SECTION 7. Severability. If any provision of this IP Security Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this IP Security Agreement shall not be affected or impaired thereby. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 8. Intercreditor Agreement; Acceptable Intercreditor. Notwithstanding anything herein to the contrary (but without expanding the scope of the Collateral as set forth in this IP Security Agreement), the Liens and Security Interest granted to the Collateral Agent pursuant to this IP Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement and any other Acceptable Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement, any Acceptable Intercreditor Agreement and this IP Security Agreement, the terms of such Intercreditor Agreement or such other Acceptable Intercreditor Agreement shall govern and control.

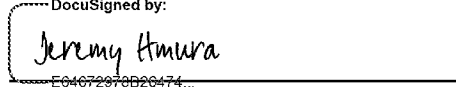
[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

DEMAKES ENTERPRISES, LLC,
as a Grantor

By: 
Name: Jeremy Hmura
Title: Chief Financial Officer


FRESH ADVANTAGE, LLC,
as a Grantor

By: 
Name: Jeremy Hmura
Title: Chief Financial Officer

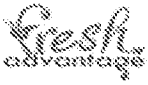
ARES CAPITAL CORPORATION,
as Collateral Agent

By: Michael L. Smith
Name: Michael Smith
Title: Authorized Signatory

SCHEDULE A
United States Trademark Registrations and Trademark Applications

Grantor	Trademark Name	Matter No.	Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Status	Next Deadline	Goods
Demakes Enterprises, LLC	OLD NEIGHBORHOOD	DEITM101	US	73/460,392	11-Jan-1984	1,320,994	19-Feb-1985	Registered	19-Feb-2025	class 29: meats
Demakes Enterprises, LLC	OLD NEIGHBORHOOD FAMILY OWNED QUALITY FOODS SINCE 1914, plus design 	DEITM111	US	90/226,656	30-Sep-2020	6,401,200	29-Jun-2021	Registered	29-Jun-2027	class 29: processed meats; sausages; sliced meat
Demakes Enterprises, LLC	OLD NEIGHBORHOOD QUALITY FOODS SINCE 1914 (DESIGN) 	DEITM107	US	86/251,137	14-Apr-2014	4,655,709	16-Dec-2014	Registered	16-Dec-2024	class 29: processed meats; sausages; sliced meat
Demakes Enterprises, LLC	THIN 'N TRIM	DEITM106	US	86/251,041	14-Apr-2014	4,644,722	25-Nov-2014	Registered	25-Nov-2024	class 29: processed meats; sausages; sliced meat
Demakes Enterprises, LLC	THIN 'N TRIM, plus design 	DEITM104	US	78/200,251	06-Jan-2003	2,804,899	13-Jan-2004	Registered	13-Jan-2024	class 29: processed meats, namely beef, pork, lamb and veal
Demakes Enterprises, LLC	WATERHILL	DEITM109	US	86/772,755	29-Sep-2015	5,192,091	25-Apr-2017	Registered	25-Apr-2027	class 29: meats, deli meats, processed meats, hot dogs, sausages, bacon, sliced meats, dry cured meats, cheese class 32: coconut water; drinking water with vitamins; raw juices, namely, fruit juices and vegetable juices; juice blends, namely,

Grantor	Trademark Name	Matter No.	Country	Appl No.	Filing Date	Reg No.	Reg Date	Status	Next Deadline	Goods
										fruit juice blends, vegetable juice blends and fruit and vegetable juice blends; fruit juices; vegetable juices
Demakes Enterprises, LLC	WATERHILL NATURALS	DEITM108	US	86/279,611	13-May-2014	4,740,673	19-May-2015	Registered	19-May-2025	class 29: processed meats; sausages; sliced meat
Demakes Enterprises, LLC	WATERHILL ORGANICS (stylized)	DEITM110	US	87/094,766	06-Jul-2016	5,434,082	27-Mar-2018	Registered	27-Mar-2024	class 29: meats, deli meats, processed meats, hot dogs, sausages, bacon, sliced meats, dry cured meats, cheese, all of the foregoing being made in whole or in part of organic ingredients class 32: coconut water, vitamin water, raw fruit and vegetable juices, fruit and vegetable juice blends, fruit juices, vegetable juices; all of the foregoing being made in whole or in part of organic ingredients
Fresh Advantage, LLC	FRESH ADVANTAGE	FAFTM101	US	86/256,161	18-Apr-2014	4,740,605	19-May-2015	Registered	19-May-2025	class 40: food preservation services; high pressure pasteurization services for producers of meat, food and beverage products for the purposes of food

Grantor	Trademark Name	Matter No.	Country	Appl No.	Filing Date	Reg No.	Reg Date	Status	Next Deadline	Goods
										pathogen elimination and shelf-life extension
Fresh Advantage, LLC	FRESH ADVANTAGE Design 	FAFTM102US	US	86/271,950	05-May-2014	4,740,650	19-May-2015	Registered	19-May-2025	class 40: food preservation services; high pressure pasteurization services for producers of meat, food and beverage products for the purposes of food pathogen elimination and shelf-life extension