

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862303

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VANGUARD INTERNATIONAL USA LLC		12/19/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AMERICAN AGCREDIT, PCA, as Administrative Agent		
Street Address:	5560 South Broadway		
City:	Eureka		
State/Country:	CALIFORNIA		
Postal Code:	95503		
Entity Type:	Production Credit Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5583404	V VANGUARD INTERNATIONAL	
Registration Number:	5498994	PRODUCE. PRECISELY.	
Registration Number:	5462078	V	
Registration Number:	5462069	PRODUCE. PRECISELY.	
Registration Number:	1867135	CRIMSON KING	
Serial Number:	97075318	VANGUARD FRESH	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700, ATTN: IP DEPARTMENT		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	038383.000030		
NAME OF SUBMITTER:	John Slaughter		

OP \$165.00 5583404

SIGNATURE:	/john slaughter/
DATE SIGNED:	12/19/2023
Total Attachments: 4 source=NGSI-T - Vanguard International USA LLC to American AgCredit, PCA, as Administrative Agent#page1.tif source=NGSI-T - Vanguard International USA LLC to American AgCredit, PCA, as Administrative Agent#page2.tif source=NGSI-T - Vanguard International USA LLC to American AgCredit, PCA, as Administrative Agent#page3.tif source=NGSI-T - Vanguard International USA LLC to American AgCredit, PCA, as Administrative Agent#page4.tif	

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of December 19, 2023 (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and American AgCredit, PCA, as administrative agent (the "Administrative Agent") for the holders of the Secured Obligations referenced therein, the undersigned Obligor has granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in and to all of the following, whether now owned or existing or owned, acquired, or arising hereafter (collectively, the "Trademark Collateral"):

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Date of Trademark</u>
----------------------	--------------------------------------	--------------------------

See Schedule 1 attached hereto

TRADEMARK APPLICATIONS

<u>Trademark Applications No.</u>	<u>Description of Trademark Applied for</u>	<u>Date of Trademark Applications</u>
-----------------------------------	---	---------------------------------------

See Schedule 1 attached hereto

Notwithstanding the foregoing, there shall be no Lien or security interest granted or pledged by any Obligor in any "intent-to-use" applications for Trademarks filed under Section 1(b) of the Trademark Act, unless and until such time as (A) such Obligor begins to use such Trademarks and (B) a statement of use or amendment to allege use is filed and accepted by the U.S. Patent and Trademark Office or any other filing is made or circumstances otherwise change so that the interests of such Obligor in such trademarks is no longer on an "intent-to-use" basis; only to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law.

[signature pages follow]

The undersigned Obligor and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

VANGUARD INTERNATIONAL USA LLC,
a Delaware limited liability company

By: 

Name: Keri Falkner

Title: Chief Financial Officer

VANGUARD INTERNATIONAL USA LLC
IF NOTICE (TRADEMARKS)

TRADEMARK
REEL: 008293 FRAME: 0300

Acknowledged and Accepted:

AMERICAN AGCREDIT, PCA, as Administrative Agent

By: _____

Name: Gregg Warren

Title: Managing Director

Schedule 1

Vanguard International USA LLC
(Delaware Limited Liability Company)

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
V VANGUARD INTERNATIONAL (Stylized)	5583404	10/16/2018
PRODUCE. PRECISELY.	5498994	06/19/2018
V (Stylized)	5462078	05/08/2018
PRODUCE. PRECISELY.	5462069	05/08/2018
CRIMSON KING	1867135	12/13/1994

Trademark Applications

Mark	Appl. No.	Filing Date
VANGUARD FRESH	97075318	10/14/2021