

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM872047

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Monterey Mushrooms, LLC		01/29/2024	Limited Liability Company: CALIFORNIA
Amycel, LLC		01/29/2024	Limited Liability Company: CALIFORNIA
Spawn Mate, Inc.		01/29/2024	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1800 Century Park East		
Internal Address:	Suite 1100		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	1947990		
Registration Number:	2748046	BELLA	
Registration Number:	2806105	DELTA	
Registration Number:	3257455	PHOENIXX	
Registration Number:	4079545	AMYCEL	
Registration Number:	6189402	EXXPRESS	
Registration Number:	6189201	ONYXX	
Registration Number:	1064979	MONTEREY	
Registration Number:	1279120	STEAK MATE	
Registration Number:	1285406	MONTEREY	
Registration Number:	1299678	MONTEREY	
Registration Number:	1702021	MONTEREY FRESH	
Registration Number:	1980315		
Registration Number:	1987981	PORTABELLINI	
Registration Number:	2426614	FUSION	

OP \$740.00 1947990

Property Type	Number	Word Mark
Registration Number:	2661962	CLEAN N READY!
Registration Number:	3431753	GRILL-A-BELLA
Registration Number:	3770740	MONTEREY
Registration Number:	3810727	MONTEREY
Registration Number:	3810829	MONTEREY
Registration Number:	4056459	KITCHEN BEST
Registration Number:	5208216	JUST MUSHROOMS
Registration Number:	5547588	LET'S BLEND
Registration Number:	5750851	WE'RE ON TOP OF EVERYTHING GOOD
Registration Number:	5968974	MONTEREY INTERNATIONAL
Registration Number:	7044051	MONTEREY MUSHROOMS NUTRACEUTICALS
Registration Number:	1233171	SPAWN MATE
Registration Number:	1230719	SPAWN MATE
Registration Number:	2314275	PROMYCEL

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 3128637141
Email: kristen.lange@goldbergkohn.com
Correspondent Name: Kristen N. Lange, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 E. Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.796
NAME OF SUBMITTER:	Kristen N. Lange
SIGNATURE:	/kristenlange/
DATE SIGNED:	01/29/2024

Total Attachments: 8
source=13. Trademark Security Agreement (USA)#page1.tif
source=13. Trademark Security Agreement (USA)#page2.tif
source=13. Trademark Security Agreement (USA)#page3.tif
source=13. Trademark Security Agreement (USA)#page4.tif
source=13. Trademark Security Agreement (USA)#page5.tif
source=13. Trademark Security Agreement (USA)#page6.tif
source=13. Trademark Security Agreement (USA)#page7.tif
source=13. Trademark Security Agreement (USA)#page8.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 29th day of January, 2024, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Lender"), in its capacity as Secured Party for itself, as Lender, and each holder of Bank Product Obligations (in such capacity, together with its successors and assigns in such capacity, "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among MONTEREY MUSHROOMS INTERMEDIATE II, LLC, a Delaware limited liability company ("Holdings"), MONTEREY MUSHROOMS, LLC, a California limited liability company ("Monterey Mushrooms"), AMYCEL, LLC, a California limited liability company ("Amycel"), SPAWN MATE, INC., a California corporation ("Spawn Mate"), PREMIER REFRIGERATED TRANSPORT, LLC, a Delaware limited liability company ("PRT"), MONTEREY LOGISTICS LLC, a Delaware limited liability company ("Monterey Logistics", and together with Monterey Mushrooms, Amycel, Spawn Mate, PRT and any entity that may hereafter become party thereto as a Borrower, individually, a "Borrower" and collectively, "Borrowers"), and Lender, Lender has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lender and each holder of Bank Product Obligations are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Secured Party, for the benefit of itself, as Lender, and each holder of Bank Product Obligations, that certain Amended and Restated Guaranty and Security Agreement, dated as of January 29, 2024 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Secured Party, for the benefit of itself, as Lender, and each holder of Bank Product Obligations, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be

subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Secured Party, for the benefit of itself, as Lender, and each holder of Bank Product Obligations, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks, including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark, including right to receive any damages, or (ii) injury to the goodwill associated with any such Trademark.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Secured Party, Lender, each holder of Bank Product Obligations or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Secured Party, for the benefit of itself, as Lender, and each holder of Bank Product Obligations, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new

trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

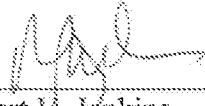
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

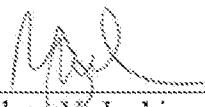
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

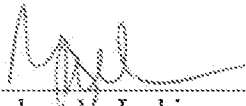
MONTEREY MUSHROOMS, LLC,
a California limited liability company

By: 
Name: Robert V. Jenkins
Title: Chief Financial Officer and Secretary

AMYCEL, LLC, a California limited liability company

By: 
Name: Robert V. Jenkins
Title: Chief Financial Officer and Secretary

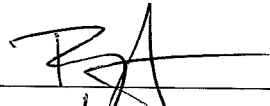
SPAWN MATE, INC., a California corporation

By: 
Name: Robert V. Jenkins
Title: Chief Financial Officer and Secretary

SECURED PARTY:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association**

By: 
Name: Brian Line
Title: Director



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT


Trademark Applications

None.

Trademark Registrations

Grantor	Country	Mark	Registration No.	Reg Date
Amycel, LLC	USA	Mushroom Design 	1947990	1/16/1996
Amycel, LLC	USA	BELLA	2748046	85/2003
Amycel, LLC	USA	DELTA	2806105	1/20/2004
Amycel, LLC	USA	PHOENIXX	3257455	7/3/2007
Amycel, LLC	USA	AMYCEL	4079545	1/3/2012
Amycel, LLC	USA	EXXPRESS	6189402	11/3/2020
Amycel, LLC	USA	ONYXX	6189201	11/3/2020
Monterey Mushrooms, LLC	USA	MONTEREY 	1064979	5/3/1977
Monterey Mushrooms, LLC	USA	STEAK MATE	1279120	5/22/1984
Monterey Mushrooms, LLC	USA	MONTEREY (Stylized) 	1285406	7/10/1984
Monterey Mushrooms, LLC	USA	MONTEREY 	1299678	10/9/1984

Grantor	Country	Mark	Registration No.	Reg Date
Monterey Mushrooms, LLC	USA	MONTEREY FRESH	1702021	7/21/1992
Monterey Mushrooms, LLC	USA	Tree Design 	1980315	6/18/1996
Monterey Mushrooms, LLC	USA	PORTABELLINI	1987981	7/23/1996
Monterey Mushrooms, LLC	USA	FUSION	2426614	2/6/2001
Monterey Mushrooms, LLC	USA	CLEAN N READY!	2661962	12/17/2002
Monterey Mushrooms, LLC	USA	GRILL-A-BELLA	3431753	5/20/2008
Monterey Mushrooms, LLC	USA	MONTEREY	3770740	4/6/2010
Monterey Mushrooms, LLC	USA	MONTEREY (Stylized) MONTEREY	3810727	6/29/2010
Monterey Mushrooms, LLC	USA	MONTEREY (& Tree Design) 	3810829	6/29/2010
Monterey Mushrooms, LLC	USA	KITCHEN BEST	4056459	11/15/2011
Monterey Mushrooms, LLC	USA	JUST MUSHROOMS	5208216	5/23/2017
Monterey Mushrooms, LLC	USA	LET'S BLEND	5547588	8/21/2018
Monterey Mushrooms, LLC	USA	WE'RE ON TOP OF EVERYTHING GOOD	5750851	5/14/2019
Monterey Mushrooms, LLC	USA	MONTEREY INTERNATIONAL	5968974	1/21/2020
Monterey Mushrooms, LLC	USA	MONTEREY MUSHROOMS	7044051	5/2/2023

Grantor	Country	Mark	Registration No.	Reg Date
		NUTRACEUTICAL S		
Spawn Mate, Inc.	USA	SPAWN MATE	1233171	4/5/1983
Spawn Mate, Inc.	USA	SPAWN MATE 	1230719	3/15/1983
Spawn Mate, Inc.	USA	PROMYCEL	2314275	2/1/2000

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.