

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI18003

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WAWONA PACKING CO. LLC		02/08/2024	Limited Liability Company: CALIFORNIA
GERAWAN FARMING LLC		02/08/2024	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Company Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Serial Number:	86503771	SWEET 2 EAT	
Serial Number:	88910371	SWEET 2 EAT	
Serial Number:	88910354	SWEET 2 EAT	
Serial Number:	76418272	FLARE	
Serial Number:	76240642	SUMMER FLAME	
Serial Number:	76240641	SPRING FLAME	
Serial Number:	76240640	FLAME PEACH	
Serial Number:	97481044	AUTUMN BURST	
Serial Number:	77725531	PRIMA	
Serial Number:	77735511	PRIMA	
Serial Number:	73529719	PRIMA	
Serial Number:	77725393	PRIMA	
Serial Number:	77339412	PRIMA	
Serial Number:	78593884	PRIMATRAK	
Serial Number:	78593886	PRIMATRAK	
Serial Number:	97248511	SWEET VALUE	

OP \$490.00.00 86503771

Property Type	Number	Word Mark
Serial Number:	77721861	SWEET VALUE
Serial Number:	97483577	SPRING BLISS
Serial Number:	90278286	DINO RIDES

CORRESPONDENCE DATA

Fax Number: 8602402701

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: 8602402755

Email: derek.wayne@morganlewis.com

Correspondent Name: Derek Wayne

Address Line 1: Morgan, Lewis & Bockius LLP

Address Line 2: One State Street

Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Derek Wayne
SIGNATURE:	Derek Wayne
DATE SIGNED:	02/09/2024

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) dated as of February 8, 2024, among Grantors listed on the signature page hereof (collectively, jointly and severally, “*Grantors*” and each individually a “*Grantor*”), and WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as Administrative Agent (in such capacity, together with its permitted successors and assigns, the “*Administrative Agent*”) and Collateral Agent (in such capacity, together with its permitted successors and assigns, the “*Collateral Agent*”, and together with the Administrative Agent, the “*Agents*”) for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Senior Secured Superpriority Debtor-in-Possession Credit and Security Agreement and Guaranty dated as of the date hereof (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”), by and among MVK INTERMEDIATE HOLDINGS LLC, a Delaware limited liability company (“*GroupCo*”), WAWONA PACKING CO. LLC, a California limited liability company (“*Wawona*”), WAWONA FARM CO. LLC, a Delaware limited liability company (“*PropCo*”; together with GroupCo and Wawona, each, individually, a “*Borrower*”, and collectively, “*Borrowers*”), the various financial institutions party thereto as a lender (each a “*Lender*”, and collectively, the “*Lenders*”), and the Agents, the Lenders are willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to Sections 4.01(d) and 11.06(i)(i) of the Credit Agreement, Grantors are required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants and pledges to the Collateral Agent, for the ratable benefit of the Secured Parties, a Security Interest in all of such Grantor’s right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “*Trademark Collateral*”):

- (a) all of such Grantor’s Trademarks, including those referred to on Schedule I hereto;
- (b) all renewals or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the 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 Obligations and would be owed by Grantors, or any of them, to the Collateral Agent or any of the Secured Parties, but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademark ownership of any new U.S. applications for registration of and registered trademarks (other than any intent-to-use trademark application constituting Excluded Property) included in the Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to the Collateral Agent within such time limit set forth in the Credit Agreement with respect to any such new trademarks for which such Grantor files an application for registration with the U.S. Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize the Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any new trademark rights registered or applied for trademarks of Grantors. 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 the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. SUCCESSORS AND ASSIGNS. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


8. GOVERNING LAW. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York and, to the extent applicable, the Bankruptcy Code.

[Remainder of Page Intentionally Left Blank]

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


GRANTORS:

WAWONA PACKING CO. LLC

By: 

Name: John Boken
Title: Chief Executive Officer

GERAWAN FARMING LLC

By: 

Name: John Boken
Title: Chief Executive Officer


ACKNOWLEDGED AND AGREED:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, as Administrative Agent and
Collateral Agent

By: _____

Name:

Title:




Jeffery Rose
Vice President


[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 008341 FRAME: 0771**


SCHEDULE I



TRADEMARKS

OWNER	CTRY.	MATT ER TYPE	TITLE	CLAS S COD E	GOODS/ SERVICES	STATU S	FILE DATE	APP. NO.	REG. DATE	REG. NO.
Wawon a Packin g Co LLC	US	Tradem ark	SWEET 2 EAT	31	Fresh fruit	Register ed	01/14/2 015	8650377 1	03/15/2 016	4917390
Wawon a Packin g Co LLC	US	Tradem ark		31	Fresh fruit	Register ed	05/11/2 020	8891037 1	02/16/2 021	6270051
Wawon a Packin g Co LLC	US	Tradem ark		31	Fresh fruit	Register ed	05/11/2 020	8891035 4	02/16/2 021	6270050
Wawon a Packin g Co LLC	US	Tradem ark	FLARE	31	Live nectarine trees and fresh nectarines	Register ed	6/10/20 02	76/418,2 72	9/9/200 3	2,761,176
Wawon a Packin g Co LLC	US	Tradem ark	SUMMER FLAME	31	Fresh peaches, and live trees in bulk quantities for use by the commercial nursery industry	Register ed	4/12/20 01	76/240,6 42	7/29/20 03	2,743,512
Wawon a Packin g Co LLC	US	Tradem ark	SPRING FLAME	31	Fresh peaches, and live trees in bulk quantities for use by the commercial nursery industry	Register ed	4/12/20 01	76/240,6 41	7/29/20 03	2,743,511
Wawon a Packin g Co LLC	US	Tradem ark	FLAME PEACH	31	Fresh peaches, and live trees in bulk quantities for use by the commercial	Register ed	4/12/20 01	76/240,6 40	10/28/2 003	2,778,281

OWNER	CTRY.	MATTER TYPE	TITLE	CLASS CODE	GOODS/SERVICES	STATUSES	FILE DATE	APP. NO.	REG. DATE	REG. NO.
					nursery industry					
Wawona Packaging Co LLC	US	Trademark	AUTUMN BURST	31	Fresh fruit, namely, peaches	Registered	6/29/2022	97/481,044	10/31/2023	97481044
GERAWAN FARMING LLC	US	Trademark	PRIMA	20	Non-metal pallets	Registered	04/29/2009	77725531	05/18/2010	3789495
GERAWAN FARMING LLC	US	Trademark	PRIMA	31	Fresh fruits	Registered	05/12/2009	77735511	10/26/2010	3866359
GERAWAN FARMING LLC	US	Trademark	PRIMA	31	Fresh fruits, namely, table grapes, peaches, plums, nectarines, and apricots	Registered	04/01/1985	73529719	06/02/1987	1441378
GERAWAN FARMING LLC	US	Trademark		20	Non-metal pallets	Registered	04/29/2009	77725393	05/18/2010	3789494
GERAWAN FARMING LLC	US	Trademark		31	Fresh fruit	Registered	11/28/2007	77339412	03/17/2009	3592505
GERAWAN FARMING LLC	US (Ca)	State Trademark	PRIMA SWEET PERSONALLY SELECTED	46	Grapes, peaches, nectarines, plums, apricots	Registered			07/06/1998	89071 ¹
GERAWAN FARMING LLC	US	Trademark	PRIMATRAK	35	Computer services, namely providing an online interactive database for the planning and scheduling of shipments of commodities	Registered	05/23/2005	78593884	05/09/2006	3089808

¹ NTD: Please provide evidence of last renewal.

OWNER	CTRY.	MATTER TYPE	TITLE	CLASS CODE	GOODS/SERVICES	STATUS	FILE DATE	APP. NO.	REG. DATE	REG. NO.
					and for the reporting of sales and accounting therefor; information on a variety of topics relevant to the planning and scheduling of shipments of commodities, namely economic and commodities production forecasts and market research					
GERAWAN FARMING LLC	US	Trademark		35	Computer services, namely providing an online interactive database for the planning and scheduling of shipments of commodities and for the reporting of sales and accounting therefor; information on a variety of topics relevant to the planning and scheduling of shipments of commodities, namely economic and commodities production forecasts and market research	Registered	03/23/2005	78593886	05/09/2006	3089809

OWNER	CTRY.	MATTER TYPE	TITLE	CLASS CODE	GOODS/SERVICES	STATUS	FILE DATE	APP. NO.	REG. DATE	REG. NO.
GERAWAN FARMING LLC	US	Trademark	SWEET VALUE	31	Fresh fruits	Pending	02/01/2022	97248511	08/29/2023	7148224
GERAWAN FARMING LLC	US	Trademark		31	Fresh fruits	Registered	04/24/2009	77721861	05/11/2010	3786876
Wavona Packing Co., LLC	US	Trademark	SPRING BLISS	31	Fresh fruit, namely, nectarines	Pending	06/30/2022	97483577	--	--
GFP LLC	US	Trademark	DINO RIDES 	41	Charitable services	Registered	10/26/2020	90278286	03/01/2022	6656232