

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1115790

| | | | |
|---|--|---------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| MENDOCINO FARMS, LLC | | 03/22/2024 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Company Name: | GOLUB CAPITAL LLC, as Collateral Agent | | |
| Street Address: | 200 Park Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10166 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 97976677 | MENDOCINO FARMS | |
| Serial Number: | 97047397 | MENDOCINO FARMS | |
| Serial Number: | 88721257 | EAT HAPPY | |
| Serial Number: | 88217298 | MENDOCINO FARMS | |
| Serial Number: | 85603619 | | |
| Serial Number: | 85568611 | WE SELL HAPPY | |
| Serial Number: | 85565789 | MENDOCINO FARMS SANDWICH MARKET | |
| Serial Number: | 85565804 | SANDWICH MARKET | |
| Serial Number: | 78956482 | MENDOCINO FARMS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129021061 | | |
| <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: | 3125778438 | | |
| Email: | raquel.haleem@katten.com | | |
| Correspondent Name: | Raquel Haleem c/o Katten Muchin | | |
| Address Line 1: | 525 West Monroe Street | | |
| Address Line 4: | Chicago, ILLINOIS 60661 | | |
| NAME OF SUBMITTER: | Raquel Haleem | | |

CH \$240.00.00 97976677

| | |
|---|---------------|
| SIGNATURE: | Raquel Haleem |
| DATE SIGNED: | 03/22/2024 |
| Total Attachments: 5 source=Mendocino - Trademark Security Agreement (Executed)_(106574058_1)#page1.tif source=Mendocino - Trademark Security Agreement (Executed)_(106574058_1)#page2.tif source=Mendocino - Trademark Security Agreement (Executed)_(106574058_1)#page3.tif source=Mendocino - Trademark Security Agreement (Executed)_(106574058_1)#page4.tif source=Mendocino - Trademark Security Agreement (Executed)_(106574058_1)#page5.tif | |

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of March 22, 2024, by and among MENDOCINO FARMS, LLC (“Grantor”) and GOLUB CAPITAL LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, Grantor is party to that certain Pledge and Security Agreement, dated as of March 22, 2024 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which Grantor granted to the Secured Parties a security interest in certain intellectual property rights owned by the Grantor and pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges, assigns and grants to the Collateral Agent for itself and for the benefit of the Secured Parties a security interest in all of its right, title and interest in, to and under (a) all Trademarks owned by the Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto (excluding any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law); (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (e) all Proceeds of the foregoing, including without limitation, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. 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 Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge and deliver to Grantor an

instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words “delivery,” “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, 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, physical delivery thereof 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 state laws based on the Uniform Electronic Transactions Act.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. The other terms of Sections 7.14 through 7.16 of the Security Agreement with respect to submission to jurisdiction, venue, waiver of jury trial and consent to service of process are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

MENDOCINO FARMS, LLC, a Delaware limited liability company, as Grantor

By: _____

Kevin Klipfel

GE00F14B503044F...

Name: Kevin Klipfel

Title: Chief Financial Officer

Trademark Security Agreement

TRADEMARK
REEL: 008377 FRAME: 0952

SCHEDULE I

U.S. Trademarks and Applications

| Trademark Description | Registration, Application Number | Registration Date | Owner |
|---|---|--|----------------------|
|  | 97976677 (Application No.) | September 27, 2021 (Application Date) | Mendocino Farms, LLC |
|  | 97047397 (Application No.) | September 27, 2021 (Application Date) | Mendocino Farms, LLC |
| EAT HAPPY | 7095676, 88721257 | July 4, 2023 | Mendocino Farms, LLC |
| MENDOCINO FARMS | 6274932, 88217298 | Feb 23, 2021 | Mendocino Farms, LLC |
|  | 4297536, 85603619 | March 5, 2013 | Mendocino Farms, LLC |
| WE SELL HAPPY (Design Only) | 4485698, 85568611 | February 18, 2014 | Mendocino Farms, LLC |

| | | | |
|------------------------------------|----------------------|----------------------|----------------------|
| MENDOCINO FARMS SANDWICH MARKET | 4300324, 85565789 | March 12, 2013 | Mendocino Farms, LLC |
| SANDWICH MARKET | 4300325, 85565804 | March 12, 2013 | Mendocino Farms, LLC |
| MENDOCINO FARMS | 3352435, 78956482 | December 11, 2007 | Mendocino Farms, LLC |