

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM455150

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Graceland Fruit, Inc.		12/15/2017	Corporation: MICHIGAN
Gateway Products, Inc.		12/15/2017	Corporation: MICHIGAN

## RECEIVING PARTY DATA

<b>Name:</b>	PNC Bank, National Association, as Agent
<b>Street Address:</b>	The Tower at PNC Plaza
<b>Internal Address:</b>	300 Fifth Avenue
<b>City:</b>	Pittsburgh
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15222
<b>Entity Type:</b>	a national banking association: UNITED STATES

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5039222	SOFT-N-FROZEN
Registration Number:	4927738	
Registration Number:	4927737	SUPER FRUIT. SUPER GOOD!
Registration Number:	4457541	· GRACELAND · FRUIT
Registration Number:	4457540	GRACELAND FRUIT
Registration Number:	2668332	GRACELAND FRUIT
Registration Number:	2547352	GRACELAND FRUIT
Registration Number:	2409695	GRACELAND FRUIT
Registration Number:	5260526	SU-PER

## CORRESPONDENCE DATA

Fax Number: 7349302494

*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: 7349302488

Email: ipfilings@bodmanlaw.com

Correspondent Name: Susan M. Kornfield - Bodman PLC

Address Line 1: 201 South Division, Suite 400

Address Line 4: Ann Arbor, MICHIGAN 48104

TRADEMARK

<b>NAME OF SUBMITTER:</b>	SUSAN M. KORNFIELD
<b>SIGNATURE:</b>	/susan m. kornfield/
<b>DATE SIGNED:</b>	12/19/2017
<b>Total Attachments: 9</b> source=Graceland Fruit -- executed Patent and Trademark Security Agreement#page1.tif source=Graceland Fruit -- executed Patent and Trademark Security Agreement#page2.tif source=Graceland Fruit -- executed Patent and Trademark Security Agreement#page3.tif source=Graceland Fruit -- executed Patent and Trademark Security Agreement#page4.tif source=Graceland Fruit -- executed Patent and Trademark Security Agreement#page5.tif source=Graceland Fruit -- executed Patent and Trademark Security Agreement#page6.tif source=Graceland Fruit -- executed Patent and Trademark Security Agreement#page7.tif source=Graceland Fruit -- executed Patent and Trademark Security Agreement#page8.tif source=Graceland Fruit -- executed Patent and Trademark Security Agreement#page9.tif	

## AGREEMENT

### (Trademarks and Patents)

THIS AGREEMENT (TRADEMARKS AND PATENTS) (this "Agreement"), dated as of December 15, 2017 by and among Graceland Fruit, Inc. and Gateway Products, Inc. (each, a "Grantor" and collectively, "Grantors") and PNC Bank, National Association, as Agent for the Lenders (as defined below) ("Secured Party").

### WITNESSETH

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of December 15, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among the Grantors, the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Lenders have agreed, subject to the satisfaction of certain terms and conditions, to extend certain credit to the Grantors, as provided therein; and

WHEREAS, under the terms of the Credit Agreement, Grantors have granted to the Agent, as collateral security for the Obligations, a security interest in and continuing lien on all of Grantors' right, title and interest in, to and under the Collateral, and Grantors have agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 2. Grant of Security. As collateral security for the Obligations, each Grantor hereby grants to the Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the "Trademark and Patent Collateral"):

- (a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

(b) (i) All letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor office), including those listed on Schedule 2 hereto, and (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Grantors, or either of them, against third parties for past, present, or future infringement or dilution of any patent, trademark, trademark registration, patent registration, trademark license or patent license, including any trademark, patent, trademark registration, patent registration, trademark license or patent license referred to in Schedules 1 or 2 attached hereto, or for any injury to the goodwill associated with the use of any trademark or patent or for breach or enforcement of any trademark or patent license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Secured Party in the Trademark and Patent Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Credit Agreement as security for the discharge and performance of the Obligations. The Credit Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark and Patent Collateral granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Michigan.

SECTION 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event

that any provisions of this Agreement are in conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.


SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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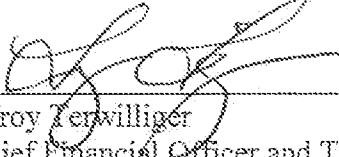
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTORS:

GRACELAND FRUIT, INC.

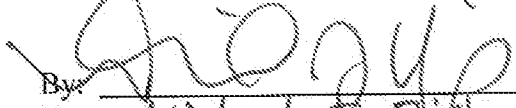
By:   
Name: Troy Terwilliger  
Title: Chief Financial Officer and Treasurer

GATEWAY PRODUCTS, INC.

By:   
Name: Troy Terwilliger  
Title: Chief Financial Officer and Treasurer

SECURED PARTY:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By:   
Name: Michael J. Bishop  
Title: Vice President

Signature page to Agreement (Trademarks and Patents)  
(14946746)


TRADEMARK  
REEL: 006233 FRAME: 0066

**Schedule 1  
Trademarks**

**UNITED STATES TRADEMARKS**

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
SOFT-N-FROZEN	86/731245	8/20/15	5,039,222	9/13/16	Graceland Fruit, Inc.
	85/643453	6/5/12	4,927,738	3/29/16	Graceland Fruit, Inc.
SUPER FRUIT. SUPER GOOD!	85/643446	6/5/12	4,927,737	3/29/16	Graceland Fruit, Inc.
	85/756677	10/17/12	4,457,541	12/31/13	Graceland Fruit, Inc.
GRACELAND FRUIT	85/756655	10/17/12	4,457,540	12/31/13	Graceland Fruit, Inc.
	76/285645	7/16/01	2,668,332	12/31/02	Graceland Fruit, Inc.
GRACELAND FRUIT	76/285644	7/16/01	2,547,352	3/12/02	Graceland Fruit, Inc.



Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
	75/168892	9/19/96	2,409,695	12/5/00	Graceland Fruit, Inc.
SU-PER	87/291767	1/6/17	5,260,526	8/8/17	Gateway Products. Inc.

**Schedule 2  
Patents**

**UNITED STATES PATENTS**

Title	App. No.	Filing Date	Patent No.	Granted Date	Owner
No sugar added dried and dessert fruits and processes for preparing the same	11/378225	3/17/06	8,597,714	12/3/13	Graceland Fruit, Inc.
Method for separating and concentrating bioactive phenolics	12/889109	9/23/10	8,404,293	3/26/13	Graceland Fruit, Inc.
Process for producing refrigerated produce	10/840725	5/6/04	8,178,146	5/15/12	Graceland Fruit, Inc.
Scarified infused dried buoyant cranberries and method for making same	11/500243	8/7/06	7,781,008	8/24/10	Graceland Fruit, Inc.  Kellogg Company
Process and formulation for dried tomatoes	11/439756	5/24/06	7,625,592	12/1/09	Graceland Fruit, Inc.
Process for converting brined sweet cherries into sweetened dried red tart cherry-like products and stabilized black cherry-like products	10/624225	7/22/03	7,326,432	2/5/08	Graceland Fruit, Inc.
Infusion-drying of carrots	09/013179	1/26/98	6,132,794	10/17/00	Graceland Fruit Cooperative, Inc.

Title	App. No.	Filing Date	Patent No.	Granted Date	Owner
Peeled infused dried buoyant cranberries and method for making same	11/500242	8/7/06	7,767,242	8/3/10	Graceland Fruit, Inc.  Kellogg Company

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RECORDED: 12/19/2017

**TRADEMARK**  
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