

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593468

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900551670

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sun Rich Fresh Foods Inc.		06/01/2020	Company: BRITISH COLUMBIA
Tiffany Gate Foods Inc.		06/01/2020	Company: BRITISH COLUMBIA

RECEIVING PARTY DATA

Name:	Cortland Capital Market Services LLC, as administrative agent
Street Address:	225 W. Washington Street, 9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4450402	AL FRESCO
Registration Number:	4477142	FRESH PRESERVATIVE-FREE FRUIT AL FRESCO
Registration Number:	2816348	FRUIT AL FRESCO
Registration Number:	2200982	THE ART OF FRESHNESS
Registration Number:	5802955	TIFFANY GATE FRESHFOOD SYSTEMS

CORRESPONDENCE DATA

Fax Number: 2148558200
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: 2148558000
Email: chris.andersen@nortonrosefulbright.com
Correspondent Name: Chandler Stephens
Address Line 1: 2200 Ross Avenue, Suite 3600
Address Line 2: Norton Rose Fulbright US LLP
Address Line 4: Dallas, TEXAS 75201-7932

ATTORNEY DOCKET NUMBER:	1001070552
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NAME OF SUBMITTER:	Chris R. Andersen
SIGNATURE:	/Chris R Andersen/
DATE SIGNED:	08/21/2020
Total Attachments: 5 source=13819266_1_US (Super Senior) IP Security Agreement (Executed)#page1.tif source=13819266_1_US (Super Senior) IP Security Agreement (Executed)#page2.tif source=13819266_1_US (Super Senior) IP Security Agreement (Executed)#page3.tif source=13819266_1_US (Super Senior) IP Security Agreement (Executed)#page4.tif source=13819266_1_US (Super Senior) IP Security Agreement (Executed)#page5.tif	

Trademark Security Agreement (Super Senior) (United States)

This **TRADEMARK SECURITY AGREEMENT (SUPER SENIOR) (UNITED STATES)**, dated as of June 1, 2020 (this “Security Agreement”), is made by SUN RICH FRESH FOODS INC., a British Columbia company, and TIFFANY GATE FOODS INC., a British Columbia company (each, a “Grantor”), in favor of CORTLAND CAPITAL MARKET SERVICES LLC, as administrative agent (in such capacity, together with its successors and assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Canadian Guaranty and Security Agreement referred to below).

WHEREAS, Country Fresh Acquisition Corp., a Delaware corporation (“Holdings”), Country Fresh Holdings, LLC, a Delaware limited liability company (“U.S. Borrower”), and TGF Acquisition Parent Ltd., a British Columbia company (“Canadian Borrower”), have entered into that certain Term Loan Credit Agreement (Super Senior) dated as of June 1, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Holdings, U.S. Borrower, Canadian Borrower, the several banks and other financial institutions and lenders from time to time party thereto, and the Administrative Agent, providing for, among other things, delayed-draw super senior term loans subject to the terms set forth therein;

WHEREAS, in connection with the Credit Agreement, Canadian Borrower and the other Grantors party thereto have entered into that certain Canadian Guaranty and Security Agreement (Super Senior) dated as of June 1, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Canadian Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Canadian Guaranty and Security Agreement requires each Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, each Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Canadian Guaranty and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of its Secured Obligations, hereby pledges and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and lien on all right, title and interest of such Grantor in, to and under the following property (the “Trademark Collateral”):

(a) all of its Trademarks and all Trademark Licenses (excluding any intent-to-use application prior to the filing of a “Statement to Use” or “Amendment to Allege Use” with respect thereto), including those listed on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other

impairment thereof;

provided that, notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property; provided, further, that if and when any property shall cease to be Excluded Property, a Lien on and security interest in such property shall automatically be deemed granted therein.

SECTION 3. Canadian Guaranty and Security Agreement. The security interests granted pursuant to this Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Canadian Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Canadian Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Canadian Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Canadian Guaranty and Security Agreement shall prevail.

SECTION 4. Termination. This Security Agreement shall terminate and the Liens on and security interests in the Trademark Collateral shall be released in accordance with Section 10.15 of the Canadian Guaranty and Security Agreement. Upon the termination of this Security Agreement, the Administrative Agent shall, at the sole cost and expense of the Loan Parties, promptly execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Liens on and security interests in the Trademark Collateral granted herein.

SECTION 5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

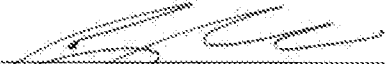
SECTION 6. Counterparts. This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Security Agreement by signing any such counterpart. Delivery of an executed counterpart to this Security Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 7. Loan Document. For avoidance of doubt, each Grantor and the Administrative Agent hereby acknowledge and agree that this Security Agreement is a Loan Document.

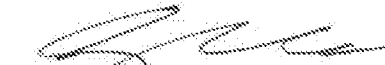
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement (Super Senior) (United States) to be executed and delivered by its duly authorized officer as of the date first set forth above.

SUN RICH FRESH FOODS INC.

By: 
Name: Gerald Coward
Title: Chief Financial Officer

TIFFANY GATE FOODS INC.

By: 
Name: Gerald Coward
Title: Chief Financial Officer

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

CORTLAND CAPITAL MARKET SERVICES LLC

By: _____
Name:
Title:

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

SUN RICH FRESH FOODS INC.

By: _____

Name: Gerald Coward

Title: Chief Financial Officer

TIFFANY GATE FOODS INC.

By: _____

Name: Gerald Coward

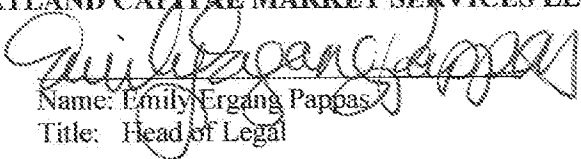
Title: Chief Financial Officer

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

CORTLAND CAPITAL MARKET SERVICES LLC


By:


Name: Emily Ergang Pappas

Title: Head of Legal

Trademarks and Trademark Licenses

Mark	Registration No.	Owner
AL FRESCO	4450402	SUN RICH FRESH FOODS INC.
FRESH PRESERVATIVE-FREE FRUIT AL FRESCO	4477142	SUN RICH FRESH FOODS INC.
FRUIT AL FRESCO	2816348	SUN RICH FRESH FOODS INC.

Mark	Registration No.	Owner
THE ART OF FRESHNESS	2200982	Tiffany Gate Foods Inc.
TIFFANY GATE FRESHFOOD SYSTEMS  tiffany gate freshfood systems	5802955	Tiffany Gate Foods Inc.

Trademark Applications

Mark	Serial No.	Owner
PATTYFRESH	86969357	Tiffany Gate Foods Inc.