

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600369

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paris Foods Corporation		09/30/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A.		
Street Address:	45 Dan Road		
Internal Address:	Suite 210		
City:	Canton		
State/Country:	MASSACHUSETTS		
Postal Code:	02021		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3874460	ARBRE FARMS	
Registration Number:	1194411	FINE LINE	
Registration Number:	4095961	TOPMARK	
Registration Number:	3765540	HA-TOV/THE BEST	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<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:	617-248-5000		
Email:	tadmin@choate.com		
Correspondent Name:	Sara M. Bauer		
Address Line 1:	Two International Place		
Address Line 2:	Choate, Hall & Stewart, LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2007593-0047		
NAME OF SUBMITTER:	Sara M. Bauer		
SIGNATURE:	/sara bauer/		
DATE SIGNED:	09/30/2020		

OP \$115.00 3874460

Total Attachments: 5

source=Arbre (2nd AR) - Trademark Security Agreement (executed)#page1.tif

source=Arbre (2nd AR) - Trademark Security Agreement (executed)#page2.tif

source=Arbre (2nd AR) - Trademark Security Agreement (executed)#page3.tif

source=Arbre (2nd AR) - Trademark Security Agreement (executed)#page4.tif

source=Arbre (2nd AR) - Trademark Security Agreement (executed)#page5.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 30, 2020 (as amended, restated, supplemented or otherwise modified, this "Agreement"), among PARIS FOODS CORPORATION, a Delaware corporation (the "Grantor") and CITIZENS BANK, N.A., as Lender (the "Lender").

Reference is made to the Second Amended and Restated Loan and Security Agreement, dated as of September 30, 2020 between PARIS FOODS CORPORATION, a Delaware corporation, ARBRE FARMS CORPORATION, a Michigan corporation, ARBRE GROUP HOLDING CORPORATION, a Delaware corporation, WILLOW COLD STORAGE CORPORATION, a Michigan corporation, SUN MARK FOODS LTD., an Ontario corporation, HOLLI-PAC, INC. a New York corporation and HOLLEY COLD STORAGE FRUIT & PRODUCE CO., a New York corporation (the "Borrowers"), and the Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Loan Agreement and the Grantor has secured its Liabilities pursuant to the Loan Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Loan Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration as permitted under specific circumstances within the Loan Agreement or otherwise) of the Liabilities, Grantor, pursuant to the Loan Agreement, did and hereby does grant to the Lender (and its successors and assigns), for the ratable benefit of the Lender, a security interest in, all Grantor's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "Trademark Collateral"):

(a) 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, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and 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, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Trademarks"),

(b) all goodwill associated therewith or symbolized by any of the foregoing,

(c) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

(d) all other assets, rights and interests that uniquely reflect or embody such goodwill.

3. Security Agreement. The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Loan

Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.


4 Counterparts. This Agreement and any amendments, waivers, consents or supplements may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which counterparts together shall constitute but one agreement.

5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED AND CONTROLLED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK AS TO INTERPRETATION, ENFORCEMENT, VALIDITY, CONSTRUCTION, EFFECT, AND IN ALL OTHER RESPECTS.


[Signature page follows]

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

ATTEST:

By: 
Name: Jan Marks
Title: Secretary

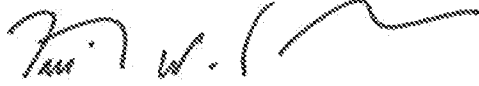
PARIS FOODS CORPORATION

By: 
Name: J. Andrew Bolt
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007065 FRAME: 0321

CITIZENS BANK, N.A.,
as Lender



By: _____

Name: David W. Stack

Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007065 FRAME: 0322

SCHEDULE I
TRADEMARKS

Borrower	Mark	Reg. No.	Reg. Date	Serial No.
Paris Foods Corporation	Word Mark ARBRE FARMS	3874460	November 9, 2010	77781571
Paris Foods Corporation	Word Mark FINE LINE	1194411	April 27, 1982	73250928
Paris Foods Corporation	Word Mark TOPMARK	4095961	February 7, 2012	85341221
Paris Foods Corporation	Word Mark HA-TOV/The Best	3765540	March 23, 2010	78956200