

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764719

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Universal Pure, LLC		10/31/2022	Limited Liability Company: DELAWARE
Hydrofresh, Ltd.		10/31/2022	Limited Liability Company: OHIO
Stay Fresh Foods LLC		10/31/2022	Limited Liability Company: CONNECTICUT

RECEIVING PARTY DATA

Name:	Twin Brook Capital Partners, LLC, as Agent
Street Address:	111 South Wacker Drive, 36th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	97253834	UNIVERSAL PURE
Serial Number:	97253850	UNIVERSAL PURE
Serial Number:	87659596	HYDROFRESH HPP AN AFFILIATE OF KELLER LO
Serial Number:	87582500	HPP SUMMIT
Serial Number:	87428721	UNIVERSAL PURE
Serial Number:	85736141	STAY FRESH FOODS

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312-577-8438

Email: raquel.haleem@katten.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

CH \$165.00 97253834

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	10/31/2022
Total Attachments: 5 source=08. twin brook universal pure trademark security agreement executed 2022#page1.tif source=08. twin brook universal pure trademark security agreement executed 2022#page2.tif source=08. twin brook universal pure trademark security agreement executed 2022#page3.tif source=08. twin brook universal pure trademark security agreement executed 2022#page4.tif source=08. twin brook universal pure trademark security agreement executed 2022#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of October 31, 2022, by each of the undersigned (each a “**Grantor**” and collectively, the “**Grantors**”), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”).

W I T N E S S E T H:

WHEREAS, Cornhusker Buyer, Inc., as Administrative Borrower, the other Borrowers thereto, the financial institutions from time to time party thereto as Lenders, and Grantee have entered into that certain Credit Agreement, dated October 31, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor (collectively, the “**Loans**”);

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement, dated October 31, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), by and among Grantee, Grantors and the other Loan Parties from time to time party thereto, each Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all of such Grantor’s Collateral, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by such Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement; and

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to the Grantors are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), each Grantor hereby grants to Grantee, for the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in such

Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"; provided that, Trademark Collateral shall not include any Excluded Property), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any renewals, reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark or (ii) injury to the goodwill associated with any Trademark.

3. INTENT-TO-USE TRADEMARKS. Notwithstanding the foregoing, and solely 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 any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

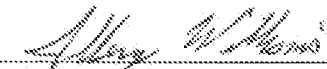
4. GOVERNING LAW. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

5. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy, emailed .pdf file or other similar form of electronic transmission of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

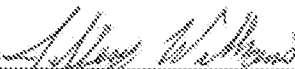
[Signature Page Follows]

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

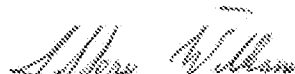
UNIVERSAL PURE, LLC, a Delaware limited liability company

By: 
Name: Jeffery Williams
Title: Chief Executive Officer

HYDROFRESH, LTD., an Ohio limited liability company


By: 
Name: Jeffery Williams
Title: Chief Executive Officer

STAY FRESH FOODS LLC, a Connecticut limited liability company

By: 
Name: Jeffery Williams
Title: Chief Executive Officer




ACCEPTED AND ACKNOWLEDGED BY:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: 
By: Kimberly Trick (Oct 27, 2022 20:57 CDT)
Name: **Kim Trick**
Title: **Managing Director**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Application No.	Application Date	Registration No.	Registration Date	Owner	Status
UNIVERSAL PURE & Design 	97253834	2/4/2022			Universal Pure, LLC	Pending
UNIVERSAL PURE & Design 	97253850	2/4/2022			Universal Pure, LLC	Pending
HYDROFRESH HPP AN AFFILIATE OF KELLER LOGISTICS GROUP & Design 	87659596	10/25/2017	5692858	3/5/2019	Hydrofresh, Ltd.	Registered
HPP SUMMIT	87582500	8/24/2017	5382800	1/16/2018	Universal Pure, LLC	Registered Supp. Reg.
UNIVERSAL PURE	87428721	4/27/2017	5542026	8/14/2018	Universal Pure, LLC	Registered
STAY FRESH FOODS	85736141	9/24/2012	4346107	6/4/2013	Stay Fresh Foods LLC	Registered

Schedule I

154429373v5

RECORDED: 10/31/2022

TRADEMARK
REEL: 007878 FRAME: 0913