

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM781437

| | | | |
|-----------------------------------|---|--------------------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | INTELLECTUAL PROPERTY SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Vision Produce Acquisition, LLC | | 01/18/2023 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Ares Capital Corporation, as Collateral Agent | | |
| Street Address: | 245 Park Avenue | | |
| Internal Address: | 44th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10167 | | |
| Entity Type: | Corporation: MARYLAND | | |
| PROPERTY NUMBERS Total: 16 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86496769 | CALIFORNIA CHILE COMPANY | |
| Serial Number: | 86496783 | LA VISION | |
| Serial Number: | 87479609 | LA VISION CALIFORNIA OKRA | |
| Serial Number: | 86607998 | LA VISION CUCUMBERS | |
| Serial Number: | 86496776 | LA VISION HONEYDEW MELON | |
| Serial Number: | 86496781 | LA VISION SQUASH | |
| Serial Number: | 90403470 | LEMON O'CLOCK | |
| Serial Number: | 90455736 | LEMON O'CLOCK VISION PRODUCE COMPANY | |
| Serial Number: | 87472260 | LIME TIME | |
| Serial Number: | 87472272 | LIME TIME | |
| Serial Number: | 86496801 | VAN GOGH MANGO | |
| Serial Number: | 86496798 | VAN GOGH MANGO | |
| Serial Number: | 87753811 | VAN GOGH MANGO | |
| Serial Number: | 86496810 | VISION PRODUCE COMPANY | |
| Serial Number: | 86496805 | VISION PRODUCE COMPANY | |
| Serial Number: | 86496763 | YOUR DIRECT LINK TO THE GROWER | |
| CORRESPONDENCE DATA | | | |

OP \$415.00 86496769

Fax Number: 2127514864

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: 2129061209

Email: JESSICA.BAJADA-SILVA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP, C/O JESSICA BAJADA

Address Line 1: 1271 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

| | |
|--------------------------------|-------------|
| ATTORNEY DOCKET NUMBER: | 040896-0212 |
|--------------------------------|-------------|

| | |
|---------------------------|----------------------|
| NAME OF SUBMITTER: | Jessica Bajada-Silva |
|---------------------------|----------------------|

| | |
|-------------------|--------------------------|
| SIGNATURE: | /s/ Jessica Bajada-Silva |
|-------------------|--------------------------|

| | |
|---------------------|------------|
| DATE SIGNED: | 01/18/2023 |
|---------------------|------------|

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated January 18, 2023, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Ares Capital Corporation (“*Ares*”), as collateral agent (in such capacity, the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Pearl Acquisition Merger Sub, LLC, a Delaware limited liability company (“*Initial Borrower*”), and upon consummation of the Closing Date Merger (as defined in the Credit Agreement), Worldwide Produce Acquisition, LLC, a Delaware limited liability company (the “*Borrower*”), upon consummation of the Closing Date Merger, Worldwide Produce MidCo, LLC, a Delaware limited liability company (“*Holdings*”), each lender from time to time party hereto (collectively, the “*Lenders*” and individually, a “*Lender*”), and Ares, as administrative agent for the Lenders and as Collateral Agent, entered into that certain Senior Secured Credit Agreement, dated as of January 18, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or, if not defined therein, as defined in the Security Agreement referred to below.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuers under the Credit Agreement, the entry into Bank Product Agreements by the Bank Product Providers from time to time and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement, dated as of January 18, 2023, made by the Persons listed on the signature pages thereof (collectively, the “*Grantors*”) to the Collateral Agent for the Secured Parties (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following, except for any Excluded Property (the “*Collateral*”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the “*Trademarks*”);

(iii) the copyright registrations and applications set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment and performance of all Obligations.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict or inconsistency between this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

VISION PRODUCE ACQUISITION, LLC

By 
Name: Bryan Sendre
Title: Chief Financial Officer

Address for Notices:
2652 Long Beach Avenue, Unit 2, Los
Angeles, CA 90058

SCHEDULE A


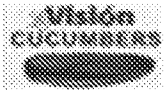
United States Patents


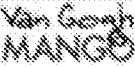


None.

SCHEDULE B

United States Trademarks

1. REGISTERED TRADEMARKS

| Trademark | Registration Number | Registration Date | Application Number | Filing Date | Owner |
|---|----------------------------|--------------------------|---------------------------|--------------------|---------------------------------|
|  | 5070932 | 1-Nov-16 | 86496769 | 6-Jan-15 | Vision Produce Acquisition, LLC |
| LA VISIÓN | 4967241 | 31-May-16 | 86496783 | 6-Jan-15 | Vision Produce Acquisition, LLC |
|  | 5394828 | 6-Feb-18 | 87479609 | 7-Jun-17 | Vision Produce Acquisition, LLC |
|  | 4891949 | 26-Jan-16 | 86607998 | 23-Apr-15 | Vision Produce Acquisition, LLC |
|  | 4967239 | 31-May-16 | 86496776 | 6-Jan-15 | Vision Produce Acquisition, LLC |
|  | 4967240 | 31-May-16 | 86496781 | 6-Jan-15 | Vision Produce Acquisition, LLC |
| LEMON O'CLOCK | 6634744 | 1-Feb-22 | 90403470 | 22-Dec-20 | Vision Produce Acquisition, LLC |
|  | 6634778 | 1-Feb-22 | 90455736 | 8-Jan-21 | Vision Produce Acquisition, LLC |
| LIME TIME | 5365062 | 26-Dec-17 | 87472260 | 1-Jun-17 | Vision Produce Acquisition, LLC |

| | | | | | |
|---|---------|-----------|----------|-----------|---------------------------------|
|  | 5583466 | 16-Oct-18 | 87472272 | 1-Jun-17 | Vision Produce Acquisition, LLC |
|  | 4967242 | 31-May-16 | 86496801 | 6-Jan-15 | Vision Produce Acquisition, LLC |
| VAN GOGH MANGO | 4865640 | 8-Dec-15 | 86496798 | 6-Jan-15 | Vision Produce Acquisition, LLC |
|  | 5610103 | 20-Nov-18 | 87753811 | 12-Jan-18 | Vision Produce Acquisition, LLC |
|  | 5005816 | 26-Jul-16 | 86496810 | 6-Jan-15 | Vision Produce Acquisition, LLC |
| VISION PRODUCE COMPANY | 4962457 | 24-May-16 | 86496805 | 6-Jan-15 | Vision Produce Acquisition, LLC |
| YOUR DIRECT LINK TO THE GROWER | 4794511 | 18-Aug-15 | 86496763 | 6-Jan-15 | Vision Produce Acquisition, LLC |

2. TRADEMARK APPLICATIONS

None.

SCHEDULE C

United States Copyrights

None.