

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM806448

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
General Produce Distribution Co., LLC		04/26/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SBCOF III Debt Investments, LLC		
<b>Street Address:</b>	200 Park Avenue		
<b>Internal Address:</b>	23rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10166		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1434146	GENPRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	6172485000		
<b>Email:</b>	tmadmin@choate.com		
<b>Correspondent Name:</b>	Sara M. Bauer		
<b>Address Line 1:</b>	Two International Place		
<b>Address Line 2:</b>	Choate Hall & Stewart LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	2011842-0047		
<b>NAME OF SUBMITTER:</b>	Sara M. Bauer		
<b>SIGNATURE:</b>	/sara bauer/		
<b>DATE SIGNED:</b>	04/27/2023		
<b>Total Attachments: 5</b>			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 26, 2023, by GENERAL PRODUCE DISTRIBUTION CO., LLC, a Delaware limited liability company ("Grantor"), in favor of SBCOF III DEBT INVESTMENTS, LLC, in its capacity as Agent ("Agent") for Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantor, GPC MIDCO LLC, a Delaware limited liability company, GPC PARENT LLC, a Delaware limited liability company, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations, Grantor hereby grants to Agent, for its benefit and for the ratable benefit of Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of Excluded Property) (collectively, the "Trademark Collateral"):

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) subject to the Security Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) subject to the Security Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

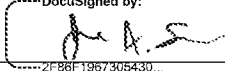
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

4. GOVERNING LAW. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS (EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN A LOAN DOCUMENT) AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (EXCEPT, AS TO ANY OTHER LOAN DOCUMENT, AS EXPRESSLY SET FORTH THEREIN), THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.

[signature page follows]

GRANTOR:

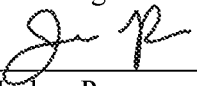
GENERAL PRODUCE DISTRIBUTION CO., LLC

By:  DocuSigned by:  
218811967305430...  
Name: Jeffrey Sacchini  
Title: CEO

Accepted and Acknowledged by:

SBCOF III DEBT INVESTMENTS, LLC,  
as Agent

By: Siguler Guff Advisers, LLC,  
its manager

By:   
Name: Joshua Posner  
Title: Authorized Signatory

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

Trademarks and Trademark Applications

Trademarks

<u>Company</u>	<u>Trademark</u>	<u>Registration / Application No.</u>	<u>Registration / Filing Date</u>	<u>Status</u>	<u>Owned / Licensed</u>
General Produce Distribution Co., LLC	GENPRO	1434146	March 24, 1987	Live	Owned

Trademark Applications: None