

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819941

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sunny Morning Foods, Inc.		06/25/2023	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A.		
Street Address:	71 South Wacker Drive		
Internal Address:	29th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	98011441	SUNNY MORNING	
Serial Number:	98013299	VITO ANDOLIN	
Serial Number:	98012804	EMERALD VALLEY	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	6172485000		
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:	2010204-0044		
NAME OF SUBMITTER:	Sara M. Bauer		
SIGNATURE:	/sara bauer/		
DATE SIGNED:	06/27/2023		
Total Attachments: 5			

OP \$90.00 98011441

source=13. Trademark Security Agreement Executed#page1.tif
source=13. Trademark Security Agreement Executed#page2.tif
source=13. Trademark Security Agreement Executed#page3.tif
source=13. Trademark Security Agreement Executed#page4.tif
source=13. Trademark Security Agreement Executed#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of June 25, 2023, by the entity listed on the signature pages hereof (the "Grantor"), in favor of CITIZENS BANK, N.A., as administrative agent and collateral agent (the "Administrative Agent") for itself and the other lending institutions (collectively, the "Lenders") which are or may become parties to the Loan Agreement referred to below.

WITNESSETH

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of April 24, 2019 (as amended by that certain First Amendment to Loan and Security Agreement and Consent dated as of November 24, 2020, that certain Incremental Assumption Agreement and Second Amendment to Loan and Security Agreement dated as of February 11, 2021, that certain Third Amendment to Loan and Security Agreement dated as of July 15, 2021, that certain Fourth Amendment to Loan and Security Agreement dated as of May 3, 2022 and as further amended, modified, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among the Grantor, the Lenders and the Administrative Agent, the Lenders have agreed to make loans and extend certain other financial accommodations to the Borrowers; and

WHEREAS, the obligation of each of the Lenders to make such loans and extend such other financial accommodations is subject to the condition, among others, that the Grantor execute and deliver this Agreement and grant the Lien in favor of the Administrative Agent for the benefit of the Lenders as hereinafter described.

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

SECTION 2. Grant of Security Interest. To secure the prompt payment and performance to each Agent and each Lender of the Obligations, the Grantor hereby grants to the Administrative Agent for the benefit of itself and each Lender a continuing security interest in and to all of its right, title and interest in and to the following property, whether now owned or existing or hereafter created, acquired or arising (the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and, in each case, all goodwill associated therewith, all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing and all applications filed in connection therewith, including, but not limited to, those referred to on Schedule I attached hereto (each, a "Trademark");

(b) all reissues, extensions or renewals of the foregoing (excluding any intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability of, or render void or result in the cancellation of, any registration issued as a result of such intent-

to-use trademark applications under Applicable Law);

(c) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark;

(d) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by Applicable Law;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect or otherwise recover, any such damages.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent, for the benefit of the Lenders, in the Trademark Collateral with the United States Patent and Trademark Office and any similar office or agency within or outside the United States. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent, for the benefit of the Lenders, under the other Security Documents. Such other Security Documents (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with their respective terms.

SECTION 4. Acknowledgment. The Grantor further acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and the other Loan Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Financing Document. This Agreement is a Loan Document and a Security Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 7. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by and construed in accordance with, the law of the State of New York, without giving effect to any applicable law that would cause the application of the law of any other jurisdiction.

[Signature Pages to Follow]

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

GRANTOR:

SUNNY MORNING FOODS, INC.

By: _____

Name: Don McEntaffer

Title: Treasurer

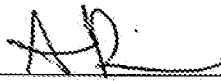
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008111 FRAME: 0337

Acknowledged and agreed to as of the date first above written.

ADMINISTRATIVE AGENT:

CITIZENS BANK, N.A.

By: 
Name: Arianna Dendrolivanos
Title: Assistant Vice President

SCHEDULE I – TRADEMARK SCHEDULE

Mark	Application Date	Owner	USPTO Status	USPTO Serial Number	App./Reg. Jurisdiction
SUNNY MORNING	5/24/2023	Sunny Morning Foods, Inc.	Pending Application	98011441	United States
VITO ANDOLIN	5/25/2023	Sunny Morning Foods, Inc.	Pending Application	98013299	United States
EMERALD VALLEY	5/25/2023	Sunny Morning Foods, Inc.	Pending Application	98012804	United States

227313549 v4