

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM831250

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gem-Pack Berries, LLC		08/10/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	American AgCredit, PCA		
Street Address:	5560 South Broadway		
City:	Eureka		
State/Country:	CALIFORNIA		
Postal Code:	95503		
Entity Type:	Production Credit Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	7108177	100% GOOD ZERO BAD	
Registration Number:	5890119	50 YEARS OF FLAVOR FIRST	
Registration Number:	5890807	TRUE BERRY TASTE	
Registration Number:	3457183	WELL PICT	
Registration Number:	3562165	WELL PICT	
Registration Number:	5051240	WELL PICT BERRIES 50 YEARS OF FLAVOR FIR	
Registration Number:	5069975	WELL PICT BERRIES ORGANIC BIOLOGIQUE	
Serial Number:	88674567	E EARTHMADE 100% GOOD ZERO BAD	
Serial Number:	88674565	EARTHMADE 100% GOOD ZERO BAD E	
Serial Number:	88674572	100% GOOD ZERO BAD EARTHMADE ALL NATURAL	
Serial Number:	88674547	FARM IT FORWARD FARMER APPROVED NON-GMO	
Serial Number:	88674422	FARMER APPROVED NON-GMO · FARMER APPROVE	
Serial Number:	88674554	FARMING TRUE FARMER APPROVED ALL NATURAL	
Serial Number:	88674383	FARM IT FORWARD	
Serial Number:	86854905	ANACAPA FOODS	
Serial Number:	86854901	ANACAPA FOODS	
CORRESPONDENCE DATA			
Fax Number:			

CH \$415.00 7108177

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: 2136207848
Email: iprecordations@whitecase.com
Correspondent Name: Justine Lu/White & Case LLP
Address Line 1: 555 South Flower Street, Suite 2700
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1448012-0022-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	08/11/2023

Total Attachments: 7

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, this Grant of Trademark Security Interest is executed and delivered by **GEM-PACK BERRIES, LLC**, a Delaware limited liability company (“**Grantor**”) as of August 10, 2023 pursuant to the Security Agreement, dated as of August 10, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, American AgCredit, PCA (“**AAC**”), as Secured Party, and the other grantors named therein; and

WHEREAS, Grantor owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, GEM-PACK BERRIES, LLC, a Delaware limited liability company (“**Company**”), is party to that certain Credit Agreement, dated as of August 10, 2023 (as amended, restated, amended and restated, supplemented and/or otherwise modified, from time to time, the “**Credit Agreement**”) among Company, the lenders party thereto from time to time (the “**Lenders**”), and AAC, as Collateral Agent (in such capacity, “**Secured Party**”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the “**Lender Swap Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, “**Swap Counterparties**”); and

WHEREAS, pursuant to the terms of the Security Agreement Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral; and

WHEREAS, capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed

hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith. Notwithstanding the foregoing, any trademark applications filed in the U.S. Patent and Trademark Office on the basis of such Grantor’s “intent-to-use” such trademark shall be excluded from the definition of Trademarks unless and until acceptable evidence of use of such trademark has been filed with the U.S. Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a lien in such trademark application prior to such filing would adversely affect the enforceability or validity of such trademark application. Such “intent-to-use” applications shall be automatically included within the definition of Trademarks, and subject to the Lien granted and deemed included in the Collateral pursuant to the Security Agreement, immediately upon the filing with the U.S. Patent and Trademark Office of a statement of use with respect to any such “intent-to-use” applications; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

[The remainder of this page is intentionally left blank.]

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

GEM-PACK BERRIES, LLC

By: _____
Name: Michael D. Etchandy
Title: Manager

[Signature Page to Project Monterey Trademark Security Agreement]




TRADEMARK
REEL: 008164 FRAME: 0357


SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

Trademarks


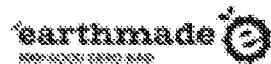

UNITED STATES TRADEMARKS:


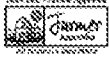


Registrations:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
GEM-PACK BERRIES, LLC	100% GOOD ZERO BAD and Design 	7108177	July 11, 2023
GEM-PACK BERRIES, LLC	50 YEARS OF FLAVOR FIRST and Design. 	5890119	October 22, 2019
GEM-PACK BERRIES, LLC	TRUE BERRY TASTE	5890807	October 22, 2019
GEM-PACK BERRIES, LLC	WELL PICT	3457183	July 1, 2008
GEM-PACK BERRIES, LLC	WELL PICT	3562165	January 13, 2009
GEM-PACK BERRIES, LLC	WELL PICT BERRIES 50 YEARS OF FLAVOR FIRST and Design. 	5051240	September 27, 2016
GEM-PACK BERRIES, LLC	WELL PICT BERRIES ORGANIC	5069975	October 25, 2016

	BIOLOGIQUE and Design. 		
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Applications:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Application Number</u>	<u>Application Date</u>
GEM-PACK BERRIES, LLC	E EARTHMADE 100% GOOD ZERO BAD and Design 	88674567	October 30, 2019
GEM-PACK BERRIES, LLC	EARTHMADE 100% GOOD ZERO BAD E and Design 	88674565	October 30, 2019
GEM-PACK BERRIES, LLC	100% GOOD ZERO BAD EARTHMADE ALL NATURAL ZERO MRLS NON- GMO FARMER APPROVED and Design 	88674572	October 30, 2019
GEM-PACK BERRIES, LLC	FARM IT FORWARD FARMER APPROVED NON- GMO ALL NATURAL ZERO MRLS and Design	88674547	October 30, 2019

			
GEM-PACK BERRIES, LLC	FARMER APPROVED NON-GMO · FARMER APPROVED ALL NATURAL · ZERO MRLS and Design  MRLS	88674422	October 30, 2019
GEM-PACK BERRIES, LLC	FARMING TRUE FARMER APPROVED ALL NATURAL NON-GMO ZERO MRLS and Design 	88674554	October 30, 2019
GEM-PACK BERRIES, LLC	FARM IT FORWARD	88674383	October 30, 2019
GEM-PACK BERRIES, LLC	ANACAPA FOODS	86854905	December 20, 2015
GEM-PACK BERRIES, LLC	ANACAPA FOODS and Design. 	86854901	December 20, 2015

Licenses:

1. Pursuant to that certain Map Technology Sublicense Agreement dated September 26, 2005, by and between Fresh Tech Systems, LLC (“**Licensors**”) and Well-Pict (as “**Licensee**”), Licensors granted to Licensee a limited license to use the “FRESH PROTECH” trademark on the terms and conditions set forth therein.

OTHER TRADEMARKS:

Registrations:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
GEM-PACK BERRIES, LLC	WELL PICT	LJW/506130.07010	March 16, 2009

Applications: N/A

Licenses: N/A