

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM859417

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|----------------------------------|---|-----------------------|--|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | Grant of Trademark Security Interest | | |
| RESUBMIT DOCUMENT ID: | 900812895 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Gem-Pack Berries, LLC | | 08/22/2023 | 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: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 98133969 | GEM PACK | |
| Serial Number: | 98133978 | GEM PACK BERRIES | |
| Serial Number: | 98133993 | GEM PACK BERRIES | |
| Serial Number: | 98133999 | | |
| Serial Number: | 98140390 | WELL · PICT BERRIES | |
| 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: | 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: | 12/07/2023 | | |

Total Attachments: 4

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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 22, 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.

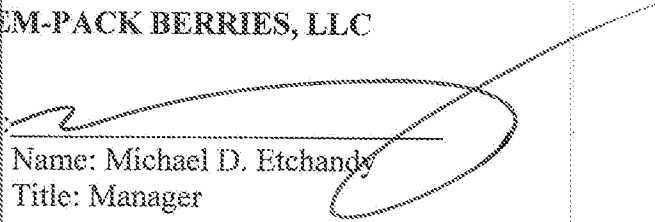
Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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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

SCHEDULE A

Trademarks

UNITED STATES TRADEMARK APPLICATIONS:

| Registered Owner | Trademark Description | Application Number | Application Date |
|-----------------------|--|--------------------|------------------|
| Gem-Pack Berries, LLC | GEM PACK | 98133969 | August 15, 2023 |
| Gem-Pack Berries, LLC | GEM PACK BERRIES | 98133978 | August 15, 2023 |
| Gem-Pack Berries, LLC |  | 98133993 | August 15, 2023 |
| Gem-Pack Berries, LLC |  | 98133999 | August 15, 2023 |
| Gem-Pack Berries, LLC |  | 98140390 | August 18, 2023 |