

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330467

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Greenhouse Grown Foods Inc.		01/29/2015	CORPORATION: CANADA
Windset Farms (California) LP		01/29/2015	LIMITED PARTNERSHIP: CALIFORNIA

RECEIVING PARTY DATA

Name:	Rabobank, N.A., as Administrative Agent
Street Address:	45 E. River Park Place West
Internal Address:	Suite 401
City:	Fresno
State/Country:	CALIFORNIA
Postal Code:	93720
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	85722451	MOMOTARO
Serial Number:	85519506	SYMPHONY
Serial Number:	85519236	CAMEO
Serial Number:	85178164	DELICATO
Serial Number:	85081970	YOUR FRIENDS IN FRESHNESS
Serial Number:	85043098	VIVO
Serial Number:	77370860	GUSTO
Serial Number:	77370873	DOLCE
Serial Number:	77370875	ADAGIO
Serial Number:	78582285	MAESTRO
Serial Number:	78581712	MISTO
Serial Number:	78581924	VIRTUOSO
Serial Number:	85536723	WINDSET FARMS
Serial Number:	86020191	SOPRANO
Serial Number:	85843218	
Serial Number:	77370870	CRESCENDO
Serial Number:	85126226	ALLEGRO

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85451337	CONCERTO
Serial Number:	78162209	WINDSET FARMS

CORRESPONDENCE DATA

Fax Number: 6785532602
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: 6785532601
Email: jimmarl@gtlaw.com
Correspondent Name: LaShana C. Jimmar, Paralegal
Address Line 1: Greenberg Traurig, LLP
Address Line 2: 3333 Piedmont Road, NE, Suite 2500
Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER:	148058.010100
NAME OF SUBMITTER:	LaShana C. Jimmar
SIGNATURE:	/LaShana C. Jimmar/
DATE SIGNED:	01/29/2015

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) dated as of January 29, 2015, among GREENHOUSE GROWN FOODS INC. (“*Grantor*”), and RABOBANK, N.A. (“*Rabobank*”), in its capacity as administrative agent (together with its permitted successors and assigns, “*Administrative Agent*”) for the Secured Parties.

WITNESSETH:

WHEREAS, GREENHOUSE GROWN FOODS INC., WINDSET FARMS (CALIFORNIA) LP, as borrowers (each a “*Borrower*” and collectively, “*Borrowers*”), WINDSET HOLDINGS 2010 LTD., the various financial institutions party thereto as a lender (each a “*Lender*”, and collectively, the “*Lenders*”), and Administrative Agent have entered into that certain Credit Agreement dated as of January 29, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”); and

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to Borrowers and the Grantor as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of January 29, 2015 (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 Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants, collaterally assigns, and pledges to Administrative Agent, for the ratable benefit of the Secured Parties, a Security Interest in all of Grantor’s right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “*Trademark Collateral*”):

- (a) all of Grantor’s Trademarks, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

3. **SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor, or any of them, to Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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.

5. **AUTHORIZATION TO SUPPLEMENT.** If Grantor shall obtain rights to any new trademarks ownership of any new U.S. or Canadian applications for registration of and registered trademarks (other than any intent-to-use trademark application constituting Excluded Property) included in the Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to Administrative Agent within such time limit set forth in the Security Agreement with respect to any such new trademarks for which Grantor files an application for registration with the U.S. Patent and Trademark Office or Canadian Intellectual Property Office, as applicable, or the renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any new trademark rights registered or applied for trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate, or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. **GOVERNING LAW.** This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.


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

GRANTOR:

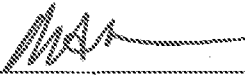
GREENHOUSE GROWN FOODS INC.

By:


Name: Tony Martin
Title: Chief Financial Officer

ACKNOWLEDGED AND
AGREED:

RABOBANK, N.A., as Administrative Agent

By: 
Name: Matthew A. Van
Title: SVP / Relationship Manager

By: _____
Name:
Title:

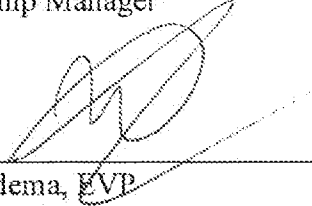
ACKNOWLEDGED AND
AGREED:

RABOBANK, N.A., as Administrative Agent

By: _____

Matthew Allen, SVP
Relationship Manager

By: _____


Niko Zuidema, EVP
Chief Agriculture & Commercial Officer

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark	Goods and Services	Owner Name	Status
MOMOTARO	Fresh Vegetables; Tomatoes	GREENHOUSE GROWN FOODS INC. (Canada)	Abandoned Serial Number 85-722,451
SYMPHONY	Fresh Vegetables, namely, Tomatoes and Lettuce	GREENHOUSE GROWN FOODS INC. (Canada)	Registered Registration Number 4,473,305 Serial Number 85-519,506
CAMEO	Fresh Vegetables; Fresh Tomatoes.	GREENHOUSE GROWN FOODS INC. (Canada)	Registered Registration Number 4,473,304 Serial Number 85-519,236
DELICATO	Fresh vegetables; Lettuce.	GREENHOUSE GROWN FOODS INC. (Canada)	Registered Registration Number 4,409,313 Serial Number 85-178,164
YOUR FRIENDS IN FRESHNESS	Fresh Vegetables.	GREENHOUSE GROWN FOODS INC. (Canada)	Registered Registration Number 4,014,854 Serial Number 85-081,970
VIVO	Fresh vegetables.	GREENHOUSE GROWN FOODS INC. (Canada)	Registered Registration Number 4,641,424 Serial Number 85-043,098
GUSTO	Fresh Vegetables.	GREENHOUSE GROWN FOODS INC. (Canada)	Abandoned Serial Number 77-370,860
DOLCE	Fresh Vegetables.	GREENHOUSE GROWN FOODS INC. (Canada)	Registered Registration Number 3,823,521 Serial Number

Trademark	Goods and Services	Owner Name	Status
			77-370,873
ADAGIO	Fresh Vegetables.	GREENHOUSE GROWN FOODS INC. (Canada)	Registered Registration Number 3,633,770 Serial Number 77-370,875
MAESTRO	Bell Peppers.	GREENHOUSE GROWN FOODS INC. (Canada)	Registered Registration Number 3,313,589 Serial Number 78-582,285
MISTO	Bell peppers.	Greenhouse Grown Foods Inc.	Registered Registration Number 3,306,502 Serial Number 78-581,712
VIRTUOSO	Unprocessed Tomatoes.	Greenhouse Grown Foods Inc.	Registered Registration Number 3,173,194 Serial Number 78-581,924
WINDSET FARMS	Hydroponically Produce, Namely Hydroponically-Grown Fresh Vegetable	Greenhouse Grown Foods Inc.	Registered Registration Number 4,267,161 Serial Number 85-536,723
SOPRANO	Fresh Fruits; Strawberries	GREENHOUSE GROWN FOODS INC. (Canada)	Pending Serial Number 86-020,191
桃太郎 桃太郎 Japanese Characters (Momotaro)	Fresh Vegetables; Fresh Tomatoes	GREENHOUSE GROWN FOODS INC. (Canada)	Pending Serial Number 85-843,218
CRESCENDO	Fresh Vegetables	GREENHOUSE GROWN FOODS	Registered Registration Number

Trademark	Goods and Services	Owner Name	Status
		INC. (Canada)	3,769,721 Serial Number 77-370,870
ALLEGRO	Fresh Tomatoes	GREENHOUSE GROWN FOODS INC. (Canada)	Registered Registration Number 3,996,524 Serial Number 85-126,226
CONCERTO	Fresh Vegetables; Fresh Tomatoes	GREENHOUSE GROWN FOODS INC. (Canada)	Registered Registration Number 4,204,839 Serial Number 85-451,337
WINDSET FARMS	Hydroponically Grown Vegetables, Namely Tomatoes, Cucumbers, Bell Peppers, Eggplants, Butter Lettuce; Propagated Plants, Namely Young Vegetable Plants; Live Bedding Plants, Namely Live Flowering Plants.	Greenhouse Grown Foods Inc.	Registered Registration Number 2,969,733 Serial Number 78-162,209