

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360620

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
READY PAC FOODS, INC.		10/29/2015	CORPORATION: DELAWARE
READY PAC PRODUCE, INC.		10/29/2015	CORPORATION: CALIFORNIA
SALAD TIME, LLC		10/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
READY PAC FLORENCE PARTNERSHIP		10/29/2015	PARTNERSHIP: OHIO
MISSA BAY, LLC		10/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
OBIM FRESH-CUT FRUIT CO., LLC		10/29/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	FSJC II, LLC
Street Address:	1700 East Putnam Avenue, Suite 207
City:	Old Greenwich
State/Country:	CONNECTICUT
Postal Code:	06870
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	4210099	BISTRO
Registration Number:	4357283	BISTRO
Serial Number:	86091751	BISTRO BOWL
Serial Number:	86115397	BISTRO BOWL
Serial Number:	86161256	
Registration Number:	4594337	READY PAC
Registration Number:	4562830	READY SNAX
Registration Number:	4243535	ROYAL PARISIAN
Registration Number:	1317157	READY PAC PRODUCE
Registration Number:	1902211	NO TEARS
Registration Number:	1891239	AQUA PAC
Registration Number:	1943229	READY FIXIN'S

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1925635	READY PAC
Registration Number:	1987172	READY ZIP
Registration Number:	2035244	ALWAYS FRESH ALWAYS READY
Registration Number:	2173981	READY PAC
Registration Number:	2362609	READY SWEET
Registration Number:	2269616	NATURE'S SPECIALTIES
Registration Number:	2195954	ALL AMERICAN
Registration Number:	2414764	LAFAYETTE
Registration Number:	2480712	SALAD CONFETTI
Registration Number:	2493482	WHEEL O' FRUIT
Registration Number:	2636500	FRUIT FRENZY
Registration Number:	2485183	
Registration Number:	2556000	
Registration Number:	2762496	FRUIT-GO-ROUND
Registration Number:	3267626	MEDDLIN' MELONS
Registration Number:	3412332	GARDEN SUPREME
Registration Number:	3636021	READY FOR YOU!
Registration Number:	2986502	SEASONAL SENSATIONS
Registration Number:	3131086	SIMPLY LETTUCE
Registration Number:	3146786	READY SNAX
Registration Number:	3198746	GRAND PARISIAN
Registration Number:	3433202	READY PAC BISTRO
Registration Number:	4043742	SUMMER SPLASH

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, LTD

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F159197

NAME OF SUBMITTER: Chelsea Rodstrom

SIGNATURE: /Chelsea Rodstrom/

DATE SIGNED: 10/30/2015

Total Attachments: 6

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SUPPLEMENTAL GRANT OF A SECURITY INTEREST
UNDER THE TRADEMARK SECURITY AGREEMENT

This Supplemental Grant of a Security Interest under the Trademark Security Agreement (the "Supplemental Trademark Security Agreement") is made, and dated as of October 29, 2015 among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the "Grantors" and each individually, a "Grantor") and FSJC II, LLC, in its capacity as Agent for the benefit of the Lender Group (in such capacity, together with its successors and assigns, if any, "Agent"), and supplements the certain Trademark Security Agreement (the "Trademark Security Agreement") dated September 30, 2010, among the Grantors listed on the signature pages thereto in favor of Agent. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement.

WHEREAS, the Grantors entered into a Security Agreement, dated September 30, 2010 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Agent;

WHEREAS, pursuant to the Security Agreement, the Grantors granted to Agent for the benefit of the Lender Group, a continuing security interest in all right, title and interest of the Grantors in, to and under their trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, brand names, certification marks, collective marks, d/b/a's, internet domain names, logos, symbols, trade dress, assumed names, fictitious names, trade names, and other indicia of origin, including, without limitation, the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 5 attached thereto and made a part thereof and (i) all reissues, continuations, extensions, modifications and renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all Intellectual Property Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of each Grantor's business symbolized by the foregoing and connected therewith, and (v) all of each Grantor's rights corresponding thereto throughout the world (the "Trademarks"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

WHEREAS, pursuant to the Security Agreement, the Grantors entered into the Trademark Security Agreement on September 30, 2010 in favor of Agent;

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on July 8, 2011, at Reel 4578 and Frame 0250;

WHEREAS, subsequent to the execution date of the Trademark Security Agreement, the Grantors have adopted, used and are using, and hold all right, title and interest in and to, new trademarks and service marks including, but not limited to, those listed on Schedule 1 attached hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "New Trademarks"); and

WHEREAS, the Grantors and Agent desire to supplement the Trademark Security Agreement (i) to include the New Trademarks as "Trademark Collateral" thereunder (the "New Trademark Collateral") and (ii) to exclude from "Trademark Collateral" any United States intent-to-use trademark applications prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with

respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such intent-to-use trademark application under applicable federal law;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Grant of Security Interest in New Trademark Collateral. The Grantors do hereby grant to Agent for the ratable benefit of the Purchasers, a continuing security interest in the New Trademark Collateral (and Schedule 1 to the Trademark Security Agreement is hereby amended to include the New Trademarks, which shall be deemed to be “Trademark Collateral” under and as defined therein) to secure the prompt payment, performance and observance of the Obligations.

2. Excluded Assets. The Grantors and Agent do hereby agree that the “Trademark Collateral” will exclude any United States intent-to-use trademark applications prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such intent-to-use trademark application under applicable federal law.

The Grantors do hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

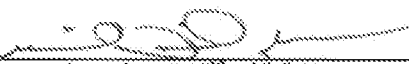
[signature page to follow]

IN WITNESS WHEREOF, the Grantors have caused this Supplemental Trademark Security Agreement to be duly executed by its authorized officer as of the date first set forth above.

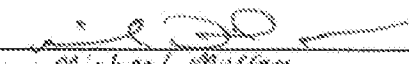
READY PAC FOODS, INC.

By: 
Name: MICHAEL MURRAY
Title: SVP, General Counsel & Secretary

READY PAC PRODUCE, INC.

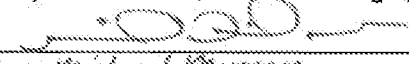
By: 
Name: MICHAEL MURRAY
Title: SVP, General Counsel & Secretary

SALAD TIME, LLC

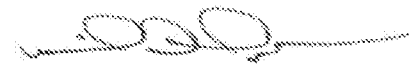
By: 
Name: MICHAEL MURRAY
Title: SVP, General Counsel & Secretary

READY PAC FLORENCE PARTNERSHIP


By: Ready Pac Produce, Inc., its Managing Partner

By: 
Name: MICHAEL MURRAY
Title: SVP, General Counsel & Secretary

MISSA BAY, LLC,

By: 
Name: MICHAEL MURRAY
Title: SVP, General Counsel & Secretary


OBIM FRESH-CUT FRUIT CO., LLC

By: 
Name: MICHAEL MURRAY
Title: SVP, General Counsel & Secretary

[Signature Page to Supplemental Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

FSJC II, LLC,
a Delaware limited liability company,
as Agent

By: 
Name: Stephen J. Czech
Title:

[Signature Page to Supplemental Trademark Security Agreement]

TRADEMARK
REEL: 005656 FRAME: 0858

SCHEDULE 1

NEW TRADEMARKS

**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS IN THE NAME OF
READY PAC PRODUCE, INC.**

<u>Trademark</u>	<u>Status</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Bistro & Design	Registered	85577292	3/22/2012	4210099	9/18/2012
Bistro	Registered	85750154	10/10/2012	4357283	6/25/2013
Bistol Bowl	Pending	86091751	10/15/2013	N/A	N/A
Bistro Bowl & Design	Pending	86115397	11/11/2013	N/A	N/A
Container Design	Pending	86161256	1/09/2014	N/A	N/A
Ready Pac	Registered	86060168	9/10/2013	4594337	8/08/2014
Ready Snax	Registered	86060127	9/10/2013	4562830	7/8/2014
Royal Parisian	Registered	85518011	1/17/2012	4243535	11/13/2012
Ready Pac Produce	Registered	73436476	7/27/1983	1317157	6/27/1995
No Tears	Registered	74381125	4/19/1993	1902211	6/27/1995
Aqua Pac	Registered	74502412	3/21/1994	1891239	4/25/1995
Ready Fixin's	Registered	74511316	4/11/1994	1943229	12/19/1995
Ready Pac	Registered	74556310	8/2/1994	1925635	10/10/1995
Ready Zip	Registered	74711103	8/4/1995	1987172	7/16/1996
Always Fresh Always Read	Registered	75023901	11/27/1995	2035244	2/4/1997
Ready Pac	Registered	75261392	3/21/1997	2173981	7/14/1998
Ready Sweet	Registered	75296981	5/23/1997	2362609	6/27/2000
Nature's Specialties	Registered	75327681	7/21/1997	2269616	8/10/1999
All American	Registered	75384720	11/4/1997	2195954	10/13/1998
Lafayette	Registered	75769704	8/6/1999	2414764	12/19/2000
Salad Confetti	Registered	75794301	8/8/1999	2480712	8/21/2001
Wheel O' Fruit	Registered	75880989	12/27/1999	2493482	9/25/2001
Fruit Frenzy	Registered	76069960	6/14/2000	2636500	10/15/2002
Organic World Leaf (Logo)	Registered	76123987	9/7/2000	2485183	9/4/2001
Diamond/Brand (Logo)	Registered	76302696	8/21/2001	25560000	4/7/2002

Fruit-go-round	Registered	76322175	10/5/2001	2762496	9/9/2003
Meddlin' Melons	Registered	77050966	11/27/2006	3267626	7/24/2007
Garden Supreme	Registered	77086354	1/19/2007	3412332	4/15/2008
Ready For You	Registered	77275394	9/10/2007	3636021	6/9/2009
Seasonal Sensations	Registered	78384157	3/15/2004	2986502	8/16/2005
Simply Lettuce	Registered	78543051	1/6/2005	3131086	8/15/2006
Ready Snax	Registered	78562509	2/8/2005	3146786	9/19/2006
Grand Parisian	Registered	78835729	3/13/2006	3198746	1/16/2007
Ready Pac Bistro	Registered	78881749	5/11/2006	3433202	5/20/2008
Summer Splash	Registered	78965851	9/1/2006	4043742	10/25/2011

**CANADIAN TRADEMARK REGISTRATIONS AND
APPLICATIONS IN THE NAME OF
READY PAC PRODUCE, INC.**

Royal Parisian	Pending	1560855	1/23/2012	N/A	N/A
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