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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM541355

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Moran Foods, LLC		09/16/2019	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Citibank, N.A. as Collateral Agent
Street Address:	388 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	National Banking Association: NEW YORK

### **PROPERTY NUMBERS Total: 122**

Property Type	Number	Word Mark
Registration Number:	2534459	ALLURE
Registration Number:	3893301	ALLURE
Registration Number:	2776600	ANGEL FRESH
Registration Number:	2024495	APPLE BOBBERS
Registration Number:	2258053	AXIS
Registration Number:	1773785	BAUMANN'S BEST
Registration Number:	1740451	BAY MIST
Registration Number:	3231671	BAYOU HEAT
Registration Number:	3114739	BEING WELL
Registration Number:	1878756	BRAMLEYS
Registration Number:	1936360	BUBBA
Registration Number:	4868215	BUTTERLY FANTASTIC
Registration Number:	1818539	CAPTAIN CHOCO'S
Registration Number:	3278185	CAT CUISINE
Registration Number:	4803415	CHESHIRE
Registration Number:	3314520	CHIPTASTIC!
Registration Number:	1441352	COBURN FARMS
Registration Number:	2814194	COBURN FARMS
		TRADEMARK

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Property Type	Number	Word Mark
Registration Number:	2696431	COCOA DIAMONDS
Registration Number:	3162725	CREAMY WHIP
Registration Number:	3506255	CREME BETWEENS
Registration Number:	1566262	CRISP
Registration Number:	4419939	CROCO CRUNCH
Registration Number:	4299105	CROWN CREAMERY
Registration Number:	3880646	CRYSTAL2O
Registration Number:	1857325	DEL PINO'S
Registration Number:	2958214	DELIANO'S
Registration Number:	3962615	DETER'S
Registration Number:	2338647	DIANE'S GARDEN
Registration Number:	2148181	DR. POP
Registration Number:	1508423	EASTON'S
Registration Number:	3599718	EGGZACTLY
Registration Number:	1654660	ENHANCE
Registration Number:	1903692	FAIRGROUNDS
Registration Number:	2206023	FARMINGTON
Registration Number:	2498215	FRISBY'S
Registration Number:	3095942	FRUIT FLIPS
Registration Number:	2261645	FRUIT FLIPS
Registration Number:	5040604	FRUIT GRIPPERS
Registration Number:	2404776	FRUITY DIAMONDS
Registration Number:	4689797	GELACUPS
Registration Number:	4035394	GIMME A HOLLER
Registration Number:	2872853	GINGER EVANS
Registration Number:	1458586	GINGER EVANS
Registration Number:	1503179	GINGER EVANS
Registration Number:	3755830	GINGER EVANS
Registration Number:	1493781	GLO
Registration Number:	4847535	GRISSOM'S MILL
Registration Number:	2063913	HARGIS HOUSE
Registration Number:	4373625	HAZELNUTTER
Registration Number:	3468916	HOME CHURNED
Registration Number:	2333847	HOME CHURNED
Registration Number:	2402731	HOOT 'N HONEY
Registration Number:	1844575	J. HIGGS
Registration Number:	2290625	JADE DRAGON
Registration Number:	3941974	JADE DRAGON

Property Type	Number	Word Mark
Registration Number:	1902213	JUNGLE JAMMERS
Registration Number:	5094420	KASKEY'S
Registration Number:	4156039	KIGGINS
Registration Number:	1707561	KINDLE
Registration Number:	1456041	KINDLE
Registration Number:	1785723	KURTZ
Registration Number:	4877426	KURTZ
Registration Number:	3752338	KURTZ
Registration Number:	4417889	LECOUR'S FINEST
Registration Number:	3894547	LUSTER
Registration Number:	4231650	MANTIA'S
Registration Number:	2336899	MARCUM
Registration Number:	3037912	MARCUM
Registration Number:	2940912	MARVELLA
Registration Number:	3880707	MAXFORCE
Registration Number:	2906611	MCCLARY'S
Registration Number:	2364587	MCDANIEL'S
Registration Number:	3769605	MEDEIROS
Registration Number:	3706488	MOOGURTS
Registration Number:	3788386	MOOSTICKS
Registration Number:	2014280	MORNING DELIGHT
Registration Number:	4590160	MORNING ESSENTIALS
Registration Number:	2120436	MOUNTAIN HOLLER
Registration Number:	3887069	NATURE TRAILS
Registration Number:	1652776	NATURE'S CRUNCH
Registration Number:	1444304	PANNER
Registration Number:	4612735	PORTMANN'S
Registration Number:	2597618	PORTMANN'S
Registration Number:	2918103	PORTMANN'S
Registration Number:	1969870	PORTSIDE
Registration Number:	1836958	PORTSIDE
Registration Number:	2883013	POWER CYCLE
Registration Number:	3935603	PRO-BLEND
Registration Number:	2730183	RICE TOWN
Registration Number:	1571190	ROLLIN OATS
Registration Number:	4288958	SAVE A LOT MARKET
Registration Number:	4610623	SAVE TODAY
Registration Number:	3920373	SCENT MELODIES

Property Type	Number	Word Mark
Registration Number:	2598965	SENORA VERDE
Registration Number:	3162738	SHANER'S
Registration Number:	2582471	SIERRA MIGUEL
Registration Number:	2701184	SKILLET MASTERS
Registration Number:	4392450	SMART SELECTIONS
Registration Number:	4613829	SO-CHEEZY
Registration Number:	2555457	SPECIAL BLEND
Registration Number:	3880701	SPLASH-OUT!
Registration Number:	2289560	STRAWBERRY COOKIE CRUNCH
Registration Number:	3420684	SUMMERSET TEA COMPANY
Registration Number:	3309514	TEXAS BORDER
Registration Number:	2952308	TICKLES
Registration Number:	4813167	TIO SANTI
Registration Number:	2062146	TIPTON GROVE
Registration Number:	2974247	TRIUMPH
Registration Number:	3935587	TROOPER
Registration Number:	1447835	TUBZ
Registration Number:	3658998	VIVID LIGHT
Registration Number:	2473445	WESTCOTT
Registration Number:	3935240	WITTLE WEENIEZ
Registration Number:	2950296	WORLD'S FAIR
Registration Number:	3874218	WRIGHTWARE
Registration Number:	1572194	WYLWOOD
Registration Number:	3914767	YO-WHOA!
Registration Number:	2783320	ZAP MAC
Registration Number:	5734971	ALLSOFT
Registration Number:	1740640	HILLTOP MILL'S
Registration Number:	2217538	LUNAR MALLOS

### **CORRESPONDENCE DATA**

**Fax Number:** 2128594000

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:** 2128598000

**Email:** teas@friedfrank.com

**Correspondent Name:** Madaline Anne Lurio c/o Fried Frank

Address Line 1: One New York Plaza

Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER: 31447-38

NAME OF SUBMITTER:	Daniel Stern		
SIGNATURE:	/Daniel Stern/		
DATE SIGNED:	09/18/2019		
Total Attachments: 9			
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### TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "<u>Agreement</u>"), dated as of September 16, 2019 is entered into by Moran Foods, LLC ("<u>Grantor</u>") in favor of Citibank, N.A. as Collateral Agent (together with its successors, in such capacity, the "<u>Collateral Agent</u>") for the benefit of the Secured Parties (as defined in the Pledge and Security Agreement described below).

WHEREAS, Grantor executed and delivered that certain ABL Pledge and Security Agreement, dated as of December 5, 2016, in favor of the Collateral Agent (as the same may be amended, restated, amended and restated or otherwise modified, the "Pledge and Security Agreement"), pursuant to which Grantor granted to the Collateral 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 Trademark Collateral (as defined in the Original Trademark Security Agreement);

**WHEREAS**, pursuant to the terms of the Trademark Security Agreement dated December 5, 2016 (the "Original Trademark Security Agreement"), Grantor has agreed to grant the Collateral Agent, for the benefit of the Secured Parties, a security interest in any after-acquired Trademark Collateral of Grantor;

**WHEREAS**, Grantor recently acquired the Additional Collateral (as defined below) and has agreed in connection therewith to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. <u>Defined Terms</u>. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement or the Credit Agreement referred to therein.

SECTION 2. Grant of Security Interest. Grantor hereby collaterally assigns, grants, mortgages and pledges to the Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property (collectively, the "Additional Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of Grantor's Obligations (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

- (i) the trademarks and service mark registrations and applications set forth on <u>Schedule A</u>;
- (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing;
- (iii) all extensions and renewals of the foregoing;
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill; and

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(v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto.

<u>provided</u>, <u>however</u>, that the foregoing shall not include (A) any "intent-to-use" Trademark application 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 such intent-to-use Trademark application under applicable federal law or (B) any other Excluded Asset.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Additional Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. <u>Recordation</u>. Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 5. <u>Governing Law</u>. This agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.

SECTION 6. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts (including by telecopy or .pdf), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signatures follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

MORAN FÖODS/L

News: Karen Ward Procell

Title: General Counsel, Secretary and Executive Vice

President

CITIBANK, N.A., as Collateral Agent

Вуз

Name: And Tide
Title: Ve President

[Signature Page to Trademark Security Agreement]

# SCHEDULE A

# TRADEMARKS

Mark	Status	Serial No.	Reg. No.	Filing Date	Reg. Date
ALLURE	Registered	75/539,052	2,534,459	8/19/1998	1/29/2002
ALLURE	Registered	85/027,026	3,893,301	4/30/2010	12/21/2010
ANGEL FRESH	Registered	76/386,890	2,776,600	3/26/2002	10/21/2003
APPLE BOBBERS	Registered	74/626,659	2,024,495	1/27/1995	12/17/1996
AXIS	Registered	75/400,730	2,258,053	12/5/1997	6/29/1999
BAUMANN'S BEST	Registered	74/146,635	1,773,785	3/11/1991	5/25/1993
BAY MIST	Registered	74/146,633	1,740,451	3/11/1991	12/15/1992
BAYOU HEAT	Registered	78/815,440	3,231,671	2/15/2006	4/17/2007
BEING WELL	Registered	76/621,853	3,114,739	11/23/2004	7/11/2006
BRAMLEYS	Registered	74/475,163	1,878,756	12/30/1993	2/14/1995
BUBBA	Registered	74/459,072	1,936,360	11/17/1993	11/21/1995
BUTTERLY FANTASTIC	Registered	86/462,881	4,868,215	11/24/2014	12/8/2015
CAPTAIN CHOCO'S	Registered	74/295,522	1,818,539	7/20/1992	1/25/1994
CAT CUISINE	Registered	78/843,347	3,278,185	3/22/2006	8/7/2007
CHESHIRE	Registered	86/508,074	4,803,415	1/20/2015	9/1/2015
CHIPTASTIC!	Registered	78/861,118	3,314,520	4/13/2006	10/16/2007
COBURN FARMS	Registered	73/622,824	1,441,352	9/29/1986	6/2/1987
COBURN FARMS	Registered	78/150,328	2,814,194	8/2/2002	2/10/2004
COCOA DIAMONDS	Registered	76/237,886	2,696,431	4/9/2001	3/11/2003
CREAMY WHIP	Registered	78/784,655	3,162,725	1/4/2006	10/24/2006
CREME BETWEENS	Registered	77/279,657	3,506,255	9/14/2007	9/23/2008
CRISP	Registered	73/784,500	1,566,262	3/6/1989	11/14/1989
CROCO CRUNCH	Registered	85/830,337	4,419,939	1/23/2013	10/15/2013
CROWN CREAMERY	Registered	85/486,396	4,299,105	12/2/2011	3/5/2013
CRYSTAL20 (And	Registered	77/674,043	3,880,646	2/19/2009	11/23/2010

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Mark	Status	Serial No.	Reg. No.	Filing Date	Reg. Date
Design)					
DEL PINO'S	Registered	74/146,634	1,857,325	3/11/1991	10/4/1994
DELIANO'S	Registered	78/272,101	2,958,214	7/9/2003	5/31/2005
DETER'S	Registered	77/834,946	3,962,615	9/25/2009	5/17/2011
DIANE'S GARDEN	Registered	75/731,971	2,338,647	6/18/1999	4/4/2000
DR. POP	Registered	75/075,996	2,148,181	3/21/1996	3/31/1998
EASTON'S	Registered	73/703,854	1,508,423	1/4/1988	10/11/1988
EGGZACTLY	Registered	77/362,523	3,599,718	1/2/2008	3/31/2009
ENHANCE	Registered	74/033,521	1,654,660	3/1/1990	8/20/1991
FAIRGROUNDS	Registered	74/479,403	1,903,692	1/12/1994	7/4/1995
FARMINGTON	Registered	75/087,862	2,206,023	4/15/1996	11/24/1998
FRISBY'S	Registered	76/133,468	2,498,215	9/22/2000	10/16/2001
FRUIT FLIPS	Registered	76/232,807	3,095,942	3/29/2001	5/23/2006
FRUIT FLIPS	Registered	75/404,096	2,261,645	12/11/1997	7/13/1999
FRUIT GRIPPERS	Registered	86/895,672	5,040,604	2/3/2016	9/13/2016
FRUITY DIAMONDS	Registered	75/613,347	2,404,776	12/29/1998	11/14/2000
GELACUPS	Registered	86/145,635	4,689,797	12/17/2013	2/17/2015
GIMME A HOLLER	Registered	77/674,875	4,035,394	2/20/2009	10/4/2011
GINGER EVANS	Registered	78/247,362	2,872,853	5/8/2003	8/10/2004
GINGER EVANS	Registered	73/633,606	1,458,586	12/4/1986	9/22/1987
GINGER EVANS	Registered	73/701,216	1,503,179	12/14/1987	9/6/1988
GINGER EVANS	Registered	77/616,011	3,755,830	11/17/2008	3/2/2010
GLO	Registered	73/514,013	1,493,781	12/17/1984	6/28/1988
GRISSOM'S MILL	Registered	86/415,174	4,847,535	10/6/2014	11/3/2015
HARGIS HOUSE	Registered	74/698,339	2,063,913	7/7/1995	5/20/1997
HAZELNUTTER	Registered	85/694,262	4,373,625	8/2/2012	7/23/2013
HOME CHURNED	Registered	77/138,741	3,468,916	3/23/2007	7/15/2008
HOME CHURNED	Registered	75/526,258	2,333,847	7/27/1998	3/21/2000

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Mark	Status	Serial No.	Reg. No.	Filing Date	Reg. Date
HOOT 'N HONEY	Registered	75/613,388	2,402,731	12/29/1998	11/7/2000
J. HIGGS	Registered	74/351,749	1,844,575	1/25/1993	7/12/1994
JADE DRAGON	Registered	75/507,938	2,290,625	6/24/1998	11/2/1999
JADE DRAGON	Registered	77/959,876	3,941,974	3/16/2010	4/5/2011
JUNGLE JAMMERS	Registered	74/116,541	1,902,213	11/19/1990	6/27/1995
KASKEY'S	Registered	86/949,703	5,094,420	3/23/2016	12/6/2016
KIGGINS	Registered	85/486,403	4,156,039	12/2/2011	6/5/2012
KINDLE	Registered	74/047,400	1,707,561	4/10/1990	8/11/1992
KINDLE	Registered	73/637,289	1,456,041	12/29/1986	9/8/1987
KURTZ	Registered	74/283,663	1,785,723	6/10/1992	8/3/1993
KURTZ	Registered	86/636,127	4,877,426	5/20/2015	12/29/2015
KURTZ	Registered	77/978,082	3,752,338	11/14/2008	2/23/2010
LECOUR'S FINEST	Registered	85/854,156	4,417,889	2/19/2013	10/15/2013
LUSTER	Registered	77/681,174	3,894,547	3/2/2009	12/21/2010
MANTIA'S	Registered	85/475,084	4,231,650	11/17/2011	10/23/2012
MARCUM	Registered	75/697,750	2,336,899	5/4/1999	3/28/2000
MARCUM	Registered	78/506,713	3,037,912	10/27/2004	1/3/2006
MARVELLA	Registered	78/308,439	2,940,912	10/2/2003	4/12/2005
MAXFORCE	Registered	77/695,937	3,880,707	3/20/2009	11/23/2010
MCCLARY'S	Registered	78/315,913	2,906,611	10/20/2003	11/30/2004
MCDANIEL'S	Registered	75/788,080	2,364,587	8/30/1999	7/4/2000
MEDEIROS	Registered	77/875,611	3,769,605	11/18/2009	3/30/2010
MOOGURTS	Registered	77/529,135	3,706,488	7/23/2008	11/3/2009
MOOSTICKS	Registered	77/674,056	3,788,386	2/19/2009	5/11/2010
MORNING DELIGHT	Registered	74/594,501	2,014,280	11/3/1994	11/5/1996
MORNING ESSENTIALS	Registered	86/033,542	4,590,160	8/9/2013	8/19/2014
MOUNTAIN HOLLER	Registered	75/075,983	2,120,436	3/21/1996	12/9/1997
NATURE TRAILS	Registered	77/684,596	3,887,069	3/5/2009	12/7/2010

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Mark	Status	Serial No.	Reg. No.	Filing Date	Reg. Date
TIPTON GROVE	Registered	74/720,036	2,062,146	8/25/1995	5/13/1997
TRIUMPH	Registered	78/335,597	2,974,247	12/3/2003	7/19/2005
TROOPER	Registered	77/922,117	3,935,587	1/28/2010	3/22/2011
TUBZ	Registered	73/633,156	1,447,835	12/1/1986	7/14/1987
VIVID LIGHT	Registered	77/437,703	3,658,998	4/2/2008	7/21/2009
WESTCOTT	Registered	76/056,505	2,473,445	5/25/2000	7/31/2001
WITTLE WEENIEZ	Registered	77/850,184	3,935,240	10/16/2009	3/22/2011
WORLD'S FAIR	Registered	78/318,769	2,950,296	10/27/2003	5/10/2005
WRIGHTWARE	Registered	77/692,951	3,874,218	3/17/2009	11/9/2010
WYLWOOD	Registered	73/798,209	1,572,194	5/8/1989	12/19/1989
YO-WHOA!	Registered	77/606,272	3,914,767	11/3/2008	2/1/2011
ZAP MAC	Registered	78/150,336	2,783,320	8/2/2002	11/11/2003
ALLSOFT	Published	87/786,065	5,734,971	2/6/2018	04/23/2019
HILLTOP MILLS	Registered	74/146,630	1,740,640	3/11/1991	12/151992
LUNAR MALLOS	Registered	75/009,743	2,217,538	10/18/1995	1/12/1999

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**RECORDED: 09/18/2019** 

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