

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM586355

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|---|---|-----------------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Henningsen Cold Storage Co. | | 07/02/2020 | Corporation: OREGON |
| RECEIVING PARTY DATA | | | |
| Name: | JPMorgan Chase Bank, N.A. | | |
| Street Address: | 3 Park Place, Suite 900 | | |
| City: | Irvine | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92614 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2621027 | HENNINGSEN COLD STORAGE CO. | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2027393001 | | |
| <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: | 2027395866 | | |
| Email: | felicia.gordon@morganlewis.com | | |
| Correspondent Name: | Morgan, Lewis & Bockius LLP | | |
| Address Line 1: | 1111 Pennsylvania Avenue, NW | | |
| Address Line 4: | Washington, D.C. 20004 | | |
| ATTORNEY DOCKET NUMBER: | 066397.05.0640 | | |
| NAME OF SUBMITTER: | Felicia D. Gordon | | |
| SIGNATURE: | /Felicia D. Gordon/ | | |
| DATE SIGNED: | 07/14/2020 | | |
| Total Attachments: 5 | | | |
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CH \$40.00 2621027

TRADEMARK SECURITY AGREEMENT dated as of July 2, 2020 (this “**Agreement**”), among the grantor listed on the signature page hereof (“**Grantor**”) and JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the “**Administrative Agent**”).

Reference is made to (a) the Credit Agreement dated as of November 6, 2018 (as amended by that First Amendment to Credit Agreement and Consent, dated as of July 10, 2019, as amended by the Second Amendment to Credit Agreement, dated as of October 31, 2019, as supplemented by the Joinder Agreement, dated as of October 31, 2019, as supplemented by the Joinder Agreement dated as of December 27, 2019, as amended by the Third Amendment to Credit Agreement, dated as of February 4, 2020, as supplemented by the Joinder Agreement dated as of May 15, 2020, as amended by the Fourth Amendment to Credit Agreement, dated as of May 28, 2020, and as may be further amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Lineage Logistics, LLC, a Delaware limited liability company (“**Lineage Logistics**”), and the other entities party thereto as borrowers (collectively, the “**Borrowers**”), Lineage Logistics Holdings, LLC, a Delaware limited liability company (“**Holdings**”), the Lenders from time to time party thereto and the Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of November 6, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), among Lineage Logistics, Holdings, the Subsidiaries of Holdings from time to time party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. Grantor is a party to the Guarantee and Collateral Agreement and will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(a) of the Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, Grantor hereby grants, assigns and pledges to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest of Grantor in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers (including to the fullest extent arising under any Requirement of Law), all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I attached hereto (the “**Trademarks**”); and

(b) all goodwill associated with or symbolized by the Trademarks;

but excluding in all cases any trademark or servicemark applications that have been filed with the United States Patent and Trademark Office on the basis of an "intent-to-use" with respect to such marks, unless and until a statement of use or amendment to allege use is filed or any other filing is made or circumstances otherwise change so that the interests of Grantor in such marks is no longer on an "intent-to-use" basis, at which time such marks shall automatically and without further action by the parties be subject to the security interests and liens granted hereby.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference mutatis mutandis as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern. This Agreement is a Loan Document.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, 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. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this letter. Each of the parties hereto represents and warrants to the other parties hereto that it has the corporate capacity and authority to execute this Agreement through electronic means and there are no restrictions for doing so in such party's constitutive documents.

SECTION 5. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, but giving effect to federal laws applicable to national banks.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTOR:

HENNINGSEN COLD STORAGE CO.,
an Oregon corporation

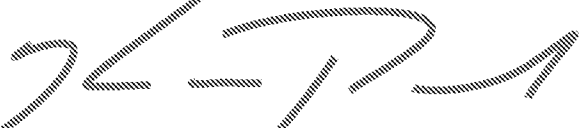
By: *Michelle Domas*
Name: Michelle Domas
Title: Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006997 FRAME: 0917

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

A handwritten signature in black ink, appearing to read 'K. Podwika', written over a horizontal line.

By:

Name: Kevin M. Podwika

Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006997 FRAME: 0918

Schedule I

United States Trademark Applications & Registrations

United States Registered Trademarks

| <u>Registered Owners/Grantor</u> | <u>Title</u> | <u>Country</u> | <u>Mark</u> | <u>Registration Number</u> | <u>Registration Date</u> | <u>Expiration Date</u> |
|----------------------------------|-----------------------------|----------------|-----------------------------|----------------------------|--------------------------|------------------------|
| Henningsen Cold Storage Co. | HENNINGSEN COLD STORAGE CO. | USA | HENNINGSEN COLD STORAGE CO. | 2621027 | September 17, 2002 | March 28, 2022 |

TRADEMARK

REEL: 006997 FRAME: 0919

RECORDED: 07/14/2020