

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM602089

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CHERRY CENTRAL COOPERATIVE, INC.		09/09/2020	Corporation: MICHIGAN
DUNKLEY INTERNATIONAL, INC.		09/09/2020	Corporation: MICHIGAN

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	1300 EAST NINTH STREET
Internal Address:	18TH FLOOR
City:	CLEVELAND
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	90003975	FRUITHAVEN
Registration Number:	5394384	
Registration Number:	1250620	CHERRY CENTRAL CO-OPERATIVE INC.
Registration Number:	5394385	CHERRYCENTRAL
Registration Number:	1604883	FRUIT PATCH
Registration Number:	2035185	FRUIT PATCH
Registration Number:	5052853	FRUITMATES
Registration Number:	1590076	GRAND TRAVERSE
Registration Number:	2040020	TRAVERSE BAY FRUIT
Registration Number:	5404519	TRAVERSE BAY FRUIT CO

CORRESPONDENCE DATA

Fax Number: 8446706009

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: 3132233098

Email: mwillard@dickinsonwright.com

TRADEMARK

Correspondent Name: M. KATHERINE VANDERVEEN
Address Line 1: 500 WOODWARD AVENUE
Address Line 2: SUITE 400
Address Line 4: DETROIT, MICHIGAN 48226

ATTORNEY DOCKET NUMBER: 7-7793

NAME OF SUBMITTER: MARK C. WILLARD

SIGNATURE: /MARK C. WILLARD/

DATE SIGNED: 10/09/2020

Total Attachments: 8

source=4839-7549-7160 v1 Cherry Central Patent and Trademark Security Agreement (executed)#page1.tif
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of September 9, 2020 by and among Cherry Central Cooperative, Inc., a Michigan corporation ("Cherry Central"), Dunkley International, Inc., a Michigan corporation ("Dunkley"), and, together with Cherry Central, each a "Grantor", and collectively, the "Grantors"), and JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below.

Recitals

A. The Grantors, the other loan parties party thereto, the lenders party thereto, and the Administrative Agent are entering into a Second Amended and Restated Credit Agreement dated as the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, the Grantors are entering into that an Amended and Restated Pledge and Security Agreement dated as of the date hereof (as amended or modified from time to time, the "Security Agreement") with the Administrative Agent. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

C. Pursuant to the terms of the Security Agreement, each Grantor pledged, assigned, and granted to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders, a first-priority security interest in substantially all of the assets of such Grantor, including all right, title, and interest of such Grantor in, to, and under all now owned and hereafter acquired Patents, patent applications, patent licenses, Trademarks, trademark applications, and trademark licenses, and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Secured Obligations as (defined in the Credit Agreement).

D. Pursuant to the terms of the Security Agreement, the Grantors are required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and other Loan Documents, each Grantor hereby grants to the Administrative Agent, for the benefit of the Lenders, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title, and interest in, to, and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including any trade name or derivations thereof):

- (1) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present, or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 1 attached hereto, any

trademark issued pursuant to a trademark application referred to in Schedule 1, and any trademark licensed under any trademark license listed on Schedule 1 attached hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

- (4) each patent and patent application, including without limitation, each patent referred to in Schedule 2 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including without limitation, each patent license listed on Schedule 2 attached hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present, or future infringement of any patent, including without limitation, any patent referred to in Schedule 2 attached hereto, any patent issued pursuant to a patent application, and any patent licensed under any patent license listed on Schedule 2 attached hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

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 Security Agreement; provided, however, that nothing in this Agreement shall expand, limit, or otherwise modify the security interests granted in the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

This Agreement shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of New York, but giving effect to federal laws applicable to national banks.

[Signature page follows]

IN WITNESS WHEREOF, the Grantors have executed this Agreement as of the date first set forth above.

GRANTORS:

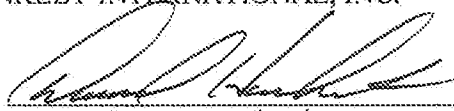
CHERRY CENTRAL COOPERATIVE, INC.

By: 

Name: DAVID HACKETT

Title: SECRETARY

DUNKLEY INTERNATIONAL, INC.

By: 

Name: DAVID HACKETT

Title: SECRETARY

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: Stepanka Suman
Name: Stepanka Suman
Title: Authorized Officer

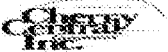
SCHEDULE 1


Trademarks, Trademark Applications and Trademark Licenses

TRADEMARKS APPLICATIONS

<u>Name of Grantor</u>	<u>Trademark Application</u>	<u>Application Date</u>	<u>Application Number</u>
Cherry Central Cooperative, Inc.	FRUITHAVEN FRUITHAVEN	June 16, 2020	90003975

TRADEMARK

<u>Name of Grantor</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Cherry Central Cooperative, Inc.	CC and Design 	February 6, 2018	5394384
Cherry Central Cooperative, Inc.	CHERRY CENTRAL CO-OPERATIVE INC. (Stylized) 	September 6, 1983	1250620
Cherry Central Cooperative, Inc.	CHERRYCENTRAL	February 6, 2018	5394385
Cherry Central Cooperative, Inc.	FRUIT PATCH	July 3, 1990	1604883
Cherry Central Cooperative, Inc.	FRUIT PATCH	February 4, 1997	2035185
Cherry Central Cooperative, Inc.	FRUITMATES	October 4, 2016	5052853
Cherry Central	GRAND	April 3, 1990	1590076

Cooperative, Inc.	TRAVERSE		
Cherry Central Cooperative, Inc.	TRAVERSE BAY FRUIT	February 25, 1997	2040020
Cherry Central Cooperative, Inc.	TRAVERSE BAY FRUIT CO and Design 	February 20, 2018	5404519

TRADEMARK LICENSES

SCHEDULE 2

Patents, Patent Applications and Patent Licenses

PATENT APPLICATION

<u>Name of Grantor</u>	<u>Patent Application</u>	<u>Application Date</u>	<u>Application Number</u>

PATENT

<u>Name of Grantor</u>	<u>Patent</u>	<u>Grant Date</u>	<u>Registration Number</u>
Dunkley International, Inc.	Fruit piercer with external drive mechanism	4/2/2019	US10244783B2
Dunkley International, Inc.	Material handling apparatus with integrated part sorter	3/2/2010	US7669707B2
Dunkley International, Inc.	Object sorting system	10/19/2004	US6805245B2
Dunkley International, Inc.	Automated part sorting system	3/2/2004	US6701001B1
Dunkley International, Inc.	Machine for destemming cherries	6/26/1990	US4936205A
Dunkley International, Inc.	Pit detecting	5/19/1987	US4666045A
Dunkley International, Inc.	Sorting apparatus	2/21/1978	US4074808A
Cherry Central Cooperative, Inc.	Fruit pitting machine	3/1/1977	US4009650A
Dunkley International, Inc.	DEVICE FOR STEMMING FRUIT	7/24/1973	US3747515A
Dunkley	DEVICE FOR	8/1/1972	US3680618A

International, Inc.	STEMMING FRUIT		
Cherry Central Cooperative, Inc.	PITTING AND SLICING APPARATUS	7/8/1969	US3454064A
Cherry Central Cooperative, Inc.	Fruit stem removal	6/18/1968	US3388731A

PATENT LICENSE

4833-2790-6240 v2 [7-7793]