

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616401

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Grimmway Enterprises, Inc.		12/23/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	115 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	4678184	BLENDED BLUE	
Registration Number:	4678183	BUNCHED GREENS	
Registration Number:	2527165	BUNNY-LUV	
Registration Number:	1313734	BUNNY-LUV	
Registration Number:	2577790	BUNNY-MUNCH	
Registration Number:	5585423	CAL-ORGANIC	
Registration Number:	3679142	CAL-ORGANIC FARMS HEALTHY BY CHOICE SINC	
Registration Number:	2067886	CAL-ORGANIC FARMS HEALTHY BY CHOICE	
Registration Number:	2790476	CALIFORNIA'S CARROT EXPRESS	
Registration Number:	2255010	CARROT DIPPERS	
Registration Number:	2724368	CARROTEENIES	
Registration Number:	3609528	COLORSHRED	
Registration Number:	2736794	GOLD PAK	
Registration Number:	1947928	GRIMMWAY FARMS	
Registration Number:	3258089	GRIMMWAY FARMS A FAMILY OF GROWING COMPA	
Registration Number:	2205828	GF GRIMMWAY FARMS	
Registration Number:	4905053	GROWN WITH PRIDE AND INTEGRITY	
Registration Number:	5294317	GRIMMWAY FARMS A FAMILY OF GROWING COMPA	
Registration Number:	2734906	HI-LIFE	

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Property Type	Number	Word Mark
Registration Number:	4731091	HONESTLY ORGANIC
Registration Number:	4303913	JUST CRUNCH 'EM
Registration Number:	3611768	KING PAK
Registration Number:	2594075	KING PAK
Registration Number:	2707267	NEAT. SWEET. READY TO EAT.
Registration Number:	3020482	ORGANIC BUNNY-LUV
Registration Number:	2649352	ORGANICALLY GROWN WITH PRIDE AND INTEGRI
Registration Number:	2736795	RUBY RED
Registration Number:	4336242	SIMPLY DELICIOUS CARROT CREATIONS
Registration Number:	4638602	TRUE GRIMMWAY FARMS
Registration Number:	4878803	TRUE ORGANIC
Registration Number:	4679070	
Registration Number:	955852	

CORRESPONDENCE DATA

Fax Number:

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: 3122883547
Email: j.murphy@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 208 S LaSalle St
Address Line 4: Chicago, ILLINOIS 60604

NAME OF SUBMITTER:	Melanie A. Fagan
SIGNATURE:	/Melanie A. Fagan/
DATE SIGNED:	12/23/2020

Total Attachments: 9
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Grimmway Enterprises, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: California
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 23, 2020

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of Montreal, as Agent

Street Address: 115 South LaSalle Street

City: Chicago

State: IL

Country: USA Zip: 60603

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

See schedule A attached hereto

B. Trademark Registration No.(s) _____

See schedule A attached hereto

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Melanie A. Fagan

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: IL Zip: 60603

Phone Number: 312-845-3405

Docket Number: _____

Email Address: mfagan@chapman.com

6. Total number of applications and registrations involved:

32

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



for Chapman and Cutler LLP

December 23, 2020

Signature

Date

Melanie A. Fagan, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

TRADEMARK COLLATERAL AGREEMENT

This 23rd day of December, 2020, GRIMMWAY ENTERPRISES, INC., a California corporation (“*Debtor*”) with its principal place of business and mailing address at 12064 Buena Vista Blvd., Arvin, California 93203, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to Bank of Montreal (“*BMO*”), with its mailing address at 115 South LaSalle Street, Chicago, Illinois, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the “*Agent*”), for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) All of Debtor’s right, title and interest (including common law rights and all state and federal registrations) in and to each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as defined in that certain Security Agreement dated as of September 12, 2014, among the Debtors, certain affiliates of the Debtor and the Agent (as the same has been or may be amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any application by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted pursuant to the Lanham Act (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as such Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office in accordance with the Lanham Act, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

The Agent and Debtor hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the trademarks, trademark registrations, and

trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

This Trademark Collateral Agreement and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

GRIMMWAY ENTERPRISES, INC.

By: Kasey Osborn
Name: Kasey Osborn
Title: Authorized Signatory

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent



By Betzaida Erdelyi
Name: Betzaida Erdelyi
Its: Managing Director

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Filing/Reg. Date	Serial/Reg. No.	Status	Owner
BLENDÉD BLUE	Filing Date 5/30/2014 Reg. Date 1/27/2015	Serial No. 86/295,912 Reg. No. 4,678,184	Registered	Grimmway Enterprises, Inc.
BUNCHED GREENS	Filing Date 5/30/2014 Reg. Date 1/27/2015	Serial No. 86/295,886 Reg. No. 4,678,183	Registered	Grimmway Enterprises, Inc.
	Filing Date 10/5/2000 Reg. Date 1/8/2002	Serial No. 76/142,228 Reg. No. 2,527,165	Registered	Grimmway Enterprises, Inc.
	Filing Date 1/13/1984 Reg. Date 1/8/1985	Serial No. 73/460,683 Reg. No. 1,313,734	Registered	Grimmway Enterprises, Inc.
BUNNY-MUNCH	Filing Date 11/9/2000 Reg. Date 6/11/2002	Serial No. 76/162,614 Reg. No. 2,577,790	Registered	Grimmway Enterprises, Inc.
CAL-ORGANIC	Filing Date 3/12/2018 Reg. Date 10/16/2018	Serial No. 87/830,147 Reg. No. 5,585,423	Registered	Grimmway Enterprises, Inc.
	Filing Date 2/5/2009 Reg. Date 9/8/2009	Serial No. 77/664,005 Reg. No. 3,679,142	Registered	Grimmway Enterprises, Inc.

Mark	Filing/Reg. Date	Serial/Reg. No.	Status	Owner
	Filing Date 9/29/1995 Reg. Date 6/3/1997	Serial No. 74/736,903 Reg. No. 2,067,886	Registered	Grimmway Enterprises, Inc.
CALIFORNIA'S CARROT EXPRESS	Filing Date 6/21/2002 Reg. Date 12/9/2003	Serial No. 76/423,902 Reg. No. 2,790,476	Registered	Grimmway Enterprises, Inc.
CARROT DIPPERS	Filing Date 10/29/1997 Reg. Date 6/22/1999	Serial No. 75/380,749 Reg. No. 2,255,010	Registered	Grimmway Enterprises, Inc.
CARROTEENIES	Filing Date 8/14/2002 Reg. Date 7/10/2003	Serial No. 78/154,335 Reg. No. 2,724,368	Registered	Grimmway Enterprises, Inc.
COLORSHRED	Filing Date 9/5/2007 Reg. Date 4/21/2009	Serial No. 77/271,855 Reg. No. 3,609,528	Registered	Grimmway Enterprises, Inc.
GOLD PAK	Filing Date 8/28/2002 Reg. Date 7/15/2003	Serial No. 78/158,894 Reg. No. 2,736,794	Registered	Grimmway Enterprises, Inc.
GRIMMWAY FARMS	Filing Date 12/16/1993 Reg. Date 1/16/1996	Serial No. 74/470,381 Reg. No. 1,947,928	Registered	Grimmway Enterprises, Inc.
GRIMMWAY FARMS A FAMILY OF GROWING COMPANIES	Filing Date 3/14/2006 Reg. Date 7/3/2007	Serial No. 78/837,121 Reg. No. 3,258,089	Registered	Grimmway Enterprises, Inc.
	Filing Date 1/6/1998	Serial No. 75/414,285	Registered	Grimmway Enterprises, Inc.

Mark	Filing/Reg. Date	Serial/Reg. No.	Status	Owner
	Reg. Date 11/24/1998	Reg. No. 2,205,828		
GROWN WITH PRIDE AND INTEGRITY	Filing Date 7/22/2015 Reg. Date 2/23/2016	Serial No. 86/701,543 Reg. No. 4,905,053	Registered	Grimmway Enterprises, Inc.
	Filing Date 9/23/2016 Reg. Date 9/26/2017	Serial No. 87/182,035 Reg. No. 5,294,317	Registered	Grimmway Enterprises, Inc.
HI-LIFE	Filing Date 8/28/2002 Reg. Date 7/8/2003	Serial No. 78/158,901 Reg. No. 2,734,906	Registered	Grimmway Enterprises, Inc.
HONESTLY ORGANIC	Filing Date 9/4/2014 Reg. Date 5/5/2015	Serial No. 86/385,197 Reg. No. 4,731,091	Registered	Grimmway Enterprises, Inc.
JUST CRUNCH 'EM	Filing Date 1/30/2012 Reg. Date 3/19/2013	Serial No. 85/528,396 Reg. No. 4,303,913	Registered	Grimmway Enterprises, Inc.
	Filing Date 9/10/2008 Reg. Date 4/28/2009	Serial No. 77/567,150 Reg. No. 3,611,768	Registered	Grimmway Enterprises, Inc.
	Filing Date 1/25/2001 Reg. Date 7/16/2002	Serial No. 76/200,376 Reg. No. 2,594,075	Registered	Grimmway Enterprises, Inc.
NEAT. SWEET. READY TO EAT.	Filing Date 7/2/2002 Reg. Date 4/15/2003	Serial No. 78/140,891 Reg. No. 2,707,267	Registered	Grimmway Enterprises, Inc.

Mark	Filing/Reg. Date	Serial/Reg. No.	Status	Owner
	Filing Date 9/24/2004 Reg. Date 11/29/2005	Serial No. 78/489,332 Reg. No. 3,020,482	Registered	Grimmway Enterprises, Inc.
ORGANICALLY GROWN WITH PRIDE AND INTEGRITY	Filing Date 2/25/2002 Reg. Date 11/12/2002	Serial No. 76/375,125 Reg. No. 2,649,352	Registered	Grimmway Enterprises, Inc.
RUBY RED	Filing Date 8/28/2002 Reg. Date 7/15/2003	Serial No. 78/158,905 Reg. No. 2,736,795	Registered	Grimmway Enterprises, Inc.
SIMPLY DELICIOUS CARROT CREATIONS	Filing Date 6/5/2012 Reg. Date 5/14/2013	Serial No. 85/643,876 Reg. No. 4,336,242	Registered	Grimmway Enterprises, Inc.
TRUE GRIMMWAY FARMS	Filing Date 11/13/2013 Reg. Date 11/11/2014	Serial No. 86/975,307 Reg. No. 4,638,602	Registered	Grimmway Enterprises, Inc.
TRUE ORGANIC	Filing Date 7/11/2013 Reg. Date 12/29/2015	Serial No. 86/977,682 Reg. No. 4,878,803	Registered	Grimmway Enterprises, Inc.
	Filing Date 7/9/2014 Reg. Date 1/27/2015	Serial No. 86/332,258 Reg. No. 4,679,070	Registered	Grimmway Enterprises, Inc.
	Filing Date 8/30/1971 Reg. Date 3/20/1973	Serial No. 72/401,618 Reg. No. 955,852	Registered	Grimmway Enterprises, Inc.