

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625050

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 1		
RESUBMIT DOCUMENT ID:	900583577		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IF&P Foods, LLC		11/18/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Kayne Senior Credit III Loanco, LLC, as Administrative Agent		
Street Address:	150 N. Riverside Plaza		
Internal Address:	Suite 2010		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6149376	GARDENCUT	
Registration Number:	6159409	FRESHEDGE	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Adam Bernstein		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	A. BERNSTEIN - 55398.0006		
NAME OF SUBMITTER:	Adam Bernstein		
SIGNATURE:	/Adam Bernstein/		
DATE SIGNED:	02/08/2021		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 1

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 1, dated as of November 18, 2020 (this "Trademark Security Agreement Supplement"), by the entity listed as Grantor on the signature pages hereto (the "Grantor"), in favor of Kayne Senior Credit III Loanco, LLC, in its capacity as Administrative Agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, reference is made to that certain Credit Agreement, dated as of August 15, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among FreshEdge, LLC, a Delaware limited liability company (f/k/a Produce Equity, LLC) (the "Parent"), IF&P Foods, LLC, a Delaware limited liability company ("Grantor"), GFF, LLC, a Delaware limited liability company ("GFF" together with Grantor and each other Person that executes a joinder agreement and becomes a "Borrower" thereunder, the "Borrowers" and individually, each a "Borrower"), each subsidiary of Parent listed as a "Guarantor" on the signature pages thereto (together with Parent and each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each a "Guarantor" and collectively, the "Guarantors"), the financial institutions from time to time party thereto (each a "Lender" and collectively, the "Lenders") and the Grantee.

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of August 15, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the Grantee and certain other parties thereto, in order to secure payments of certain Secured Obligations, the Grantor has assigned, pledged and granted to the Grantee a continuing security interest in and to all of its Trademarks and Trademark applications, including, without limitation, the Trademarks and Trademark applications listed on Schedule I hereto (the "Additional Trademark Collateral"); provided, that, notwithstanding anything to the contrary contained herein, the security interest created hereby shall not extend to, and the term "Additional Trademark Collateral" shall not include, any Excluded Assets.

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

Section 1. Defined Terms. Unless otherwise defined herein, capitalized terms used but not otherwise defined herein (including the introductory paragraphs hereto) shall have the meanings given to them in the Security Agreement or Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Additional Trademark Collateral. As collateral security for payment, performance and observance of all the Secured Obligations, the Grantor does hereby grant to the Grantee, and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in such Grantor's right, title and interest in the Additional Trademark Collateral.

Section 3. Recordation. The Grantor authorizes and requests that the Commissioner of the United States Patent and Trademark Office and any other applicable government authority record this Trademark Security Agreement Supplement.

Section 4. Counterparts. This Trademark Security Agreement Supplement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement Supplement by facsimile or by electronic mail shall be equally effective as delivery of an original executed counterpart of this Trademark Security Agreement Supplement.

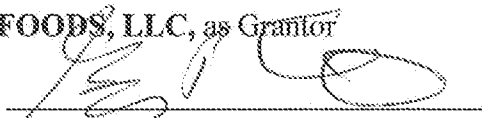
Section 5. Governing Law. This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement Supplement No. 1 to be executed and delivered by its duly authorized officer as of the date first set forth above.

IF&P FOODS, LLC, as Grantor


By: _____


Name: Gregory P. Corsaro

Title: President & Chief Executive Officer



ACCEPTED AND ACKNOWLEDGED BY:

KAYNE SENIOR CREDIT III LOANCO, LLC,
as Grantee

By:  _____

Name: Doug Goodwillie
Title: Managing Partner

SCHEDULE I

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
IF&P Foods, LLC	USA		6,149,376	10/24/2019	09/08/2020	None.
IF&P Foods, LLC	USA		6,159,409	06/29/2019	09/22/2020	None.