

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM677016

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Food and Ingredients Inc.		08/27/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., Toronto Branch		
Street Address:	66 Wellington Street W.		
Internal Address:	Suite 4500, TD Bank Tower		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5K1E7		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90164994	NORTH LILY	
Serial Number:	90151828	GFI	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<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:	2163634677		
Email:	dpoirier@beneschlaw.com		
Correspondent Name:	DUNCAN POIRIER		
Address Line 1:	200 PUBLIC SQUARE		
Address Line 2:	SUITE 2300		
Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	75298-1		
NAME OF SUBMITTER:	Duncan Poirier		
SIGNATURE:	/Duncan Poirier/		
DATE SIGNED:	09/27/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT (this **Agreement**), dated as of August 27, 2021, is made by GLOBAL FOOD AND INGREDIENTS INC. (the **Grantor**) in favor of JPMorgan Chase Bank, N.A., Toronto Branch, (the **Secured Party**).

WITNESSETH:

WHEREAS the Grantor is the registered owner of (i) the Canadian trademarks and trademark applications listed in Schedule "A" hereto (collectively, the **Canadian Trademarks**), and (ii) the United States trademarks and trademark applications listed in Schedule "B" hereto (collectively, the **US Trademarks** and together with the Canadian Trademarks, the **Intellectual Property**);

WHEREAS the Secured Party and the Grantor have entered into that certain pledge and security agreement dated as of the date hereof as collateral security for the payment and performance of certain obligations as more fully described therein (the **Security Document**), pursuant to which the Grantor granted to the Secured Party a security interest in and to, among other things, the Intellectual Property;

WHEREAS the Grantor and the Secured Party have perfected the Security Document in the Intellectual Property in accordance with applicable law, including the laws of the Province of Ontario; and

WHEREAS the Grantor and the Secured Party have agreed to enter into this Agreement for the purposes of recording the Security Document and the security created thereunder in the Intellectual Property with the Canadian Intellectual Property Office (the **CIPO**) and the United States Patent and Trademark Office (the **USPTO**).

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor and the Secured Party hereby agree as follows:

1. The Grantor and the Secured Party hereby confirm that they have entered into the Security Document and that, pursuant to the Security Document, the Grantor has granted to and in favour of the Secured Party a security interest in and to, among other things, the Intellectual Property.
2. The Grantor and the Secured Party hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Intellectual Property are more fully set forth in the Security Document and that in the event of a conflict between the provisions of this Agreement and the provisions of the Security Document, the terms of the Security Document shall control.
3. The Grantor and the Secured Party hereby authorize and request that the commissioner, registrar or any other applicable government officer of the CIPO record this Agreement with respect to the Canadian Trademarks.
4. The Grantor and the Secured Party hereby authorize and request that the commissioner, registrar or any other applicable government officer of the USPTO record this Agreement with respect to the US Trademarks.
5. This Agreement 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 taken together shall constitute one and the same agreement.
6. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to the conflict of law principles.

7. The parties hereto have expressly required that this Agreement and all deeds, documents and notices relating thereto be drafted in the English language. *Les parties aux présentes ont expressément exigé que le présent acte et tout autre contrat, document et avis qui y sont afférents soient rédigés en langue anglaise.*

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Confirmatory Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.

GLOBAL FOOD AND INGREDIENTS INC.,
as Grantor

By: Bill Murray
Name: Bill Murray
Title: Chief Financial Officer

[Signatures continue on next page]

**JPMORGAN CHASE BANK, N.A., TORONTO
BRANCH,**
as Secured Party

By: A. Marchetti
Name: Auggie Marchetti
Title: Authorized Officer

SCHEDULE "A"

CANADIAN TRADEMARKS

Trademark	Registration/Application Date	Registration No./ Application No.
NORTH LILY	09/08/2020	2050178
OSCAR	09/01/2020	2048959
GFI & Design	09/01/2020	2048960

SCHEDULE "B"

UNITED STATES TRADEMARKS

Trademark	Registration/Application Date	Registration No./ Application No.
NORTH LILY	09/08/2020	90164994
GFI (Stylized & Design)	09/01/2020	90151828