

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758949

| | | | |
|-----------------------------------|---|--|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| IF&P Foods, LLC | | 10/03/2022 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Alter Domus (US) LLC, as Collateral Agent | | |
| Street Address: | 225 W. Washington Street, 9th Floor | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 16 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 90241577 | FIREFLY FRESH | |
| Serial Number: | 90901103 | TASTE OF THE TROPICS | |
| Registration Number: | 4365851 | GARDEN GRILLERS | |
| Registration Number: | 5354415 | INDIANAPOLIS FRUIT | |
| Registration Number: | 4601325 | PIAZZA SINCE 1970 PRODUCE & SPECIALTY FO | |
| Registration Number: | 6149376 | GARDENCUT | |
| Registration Number: | 6159409 | FRESHEDGE | |
| Registration Number: | 6265084 | OUR INGREDIENTS YOUR CREATION | |
| Registration Number: | 3381377 | GARDEN CUT | |
| Registration Number: | 3456809 | INDIANAPOLIS FRUIT DISTRIBUTORS OF FRUIT | |
| Registration Number: | 3467505 | PRODUCE A FRESH EXPERIENCE TOGETHER! | |
| Registration Number: | 3471276 | PIAZZA PRODUCE | |
| Registration Number: | 3772834 | | |
| Registration Number: | 3891760 | GARDEN BEST A FRESH EXPERIENCE | |
| Registration Number: | 3891761 | GARDEN ORGANIC A FRESH EXPERIENCE | |
| Registration Number: | 3891759 | GARDEN CUT A FRESH EXPERIENCE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6175269899 | | |

CH \$415.00 90241577

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: 617.526.9654
Email: ypan@proskauer.com
Correspondent Name: Andrew DeFalco
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110-2600

| | |
|--------------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 60048.0012 |
| NAME OF SUBMITTER: | Andrew DeFalco |
| SIGNATURE: | /Andrew DeFalco/ |
| DATE SIGNED: | 10/03/2022 |

Total Attachments: 6

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, THE TERMS OF THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF OCTOBER 3, 2022 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”), AMONG BMO HARRIS BANK N.A., AS THE FIRST LIEN AGENT, AND ALTER DOMUS (US) LLC, AS SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 3, 2022 (this “Trademark Security Agreement”), made by IF&P Foods, LLC, a Delaware limited liability company (the “Grantor”), in favor of Alter Domus (US) LLC, as Collateral Agent (as defined in the Credit Agreement referred to below), for the benefit of the Secured Parties.

Reference is made to (i) the Second Lien Credit Agreement, dated as of October 3, 2022 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among WPP Fairway Merger Sub, LLC, a Delaware limited liability company (the “Initial Borrower”), IF&P Holding Company, LLC, a Delaware limited liability company (the “Company” and, upon and immediately following the consummation of the Acquisition, as a survivor to the merger contemplated by the Acquisition Agreement, the “Borrower”), WPP Fairway Buyer, LLC, a Delaware limited liability company (upon and immediately following the consummation of the Acquisition, “Holdings”), the Lenders from time to time party thereto and Alter Domus (US) LLC, as Administrative Agent and Collateral Agent and (ii) the Guaranty.

WHEREAS, the Grantor is party to the Second Lien Security Agreement, dated as of October 3, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in and lien on, all of the Grantor’s right, title or interest in or to any and all of the Owned Trademarks to the extent included in the Collateral (the “Trademark Collateral”),

forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and its permitted successors and permitted assigns.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

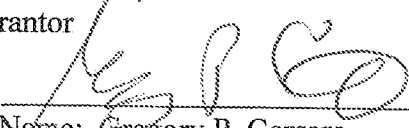
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. This Trademark Security Agreement shall terminate upon the termination of the Security Agreement in accordance with its terms. Upon termination and at written request of the Grantor, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

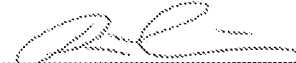
IF&P FOODS, LLC
as Grantor

By: 
Name: Gregory P. Corsaro
Title: Chief Executive Officer and
President

[Signature Page to Second Lien Trademark Security Agreement]

Accepted and Agreed:

ALTER DOMUS (US), LLC,
as Collateral Agent

By:  _____

Name: Pinju Chiu

Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007859 FRAME: 0595

**SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT**



UNITED STATES TRADEMARKS:

Applications –

| Trademark | Application Date | Application Number | Current Owner of Record |
|----------------------|-------------------------|---------------------------|--------------------------------|
| FIREFLY FRESH | October 8, 2020 | 90241577 | IF&P Foods, LLC |
| TASTE OF THE TROPICS | August 25, 2021 | 90901103 | IF&P Foods, LLC |

Registrations -

| Trademark | Registration/ Application Date | Registration/ Application Number | Current Owner of Record |
|---|---------------------------------------|---|--------------------------------|
| GARDEN GRILLERS | July 9, 2013 | 4365851 | IF&P Foods, LLC |
| INDIANAPOLIS FRUIT | December 12, 2017 | 5354415 | IF&P Foods, LLC |
|  | September 9, 2014 | 4601325 | IF&P Foods, LLC |
|  | September 8, 2020 | 6149376 | IF&P Foods, LLC |
| FRESHEDGE | September 22, 2020 | 6159409 | IF&P Foods, LLC |
| OUR INGREDIENTS YOUR CREATION | February 9, 2021 | 6265084 | IF&P Foods, LLC |

| Trademark | Registration/ Application Date | Registration/ Application Number | Current Owner of Record |
|---|--------------------------------------|--|----------------------------|
| GARDEN CUT | February 12, 2008 | 3381377 | IF&P Foods, LLC |
|  Indianapolis Fruit Distributors of Fruits Vegetables & Floral | July 1, 2008 | 3456809 | IF&P Foods, LLC |
| <i>Produce a Fresh Experience Together!</i> | July 15, 2008 | 3467505 | IF&P Foods, LLC |
| PIAZZA PRODUCE | July 22, 2008 | 3471276 | IF&P Foods, LLC |
|  | April 6, 2010 | 3772834 | IF&P Foods, LLC |
|  gardenbest A FRESH EXPERIENCE | December 21, 2010 | 3891760 | IF&P Foods, LLC |
|  gardenorganic A FRESH EXPERIENCE | December 21, 2010 | 3891761 | IF&P Foods, LLC |
|  gardenout A FRESH EXPERIENCE | December 21, 2010 | 3891759 | IF&P Foods, LLC |