

RE

12-02-1998

SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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100912265

To the Honorable Commissioner of Patents and Trademarks: Please return the attached original documents or copy thereof.

1. Name of conveying party(ies):

Ventura Foods, LLC
14840 East Don Julian Road
City of Industry, CA 91746

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: The Bank of Tokyo-Mitsubishi, Ltd.

-Internal Address:- as collateral agent

Street Address: 777 South Figueroa Street

Suite 600

City: Los Angeles State: CA ZIP: 90017

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Other _____

Execution Date: November 20, 1998

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

4,869,919

5,629,039

5,133,985

5,782,164

Additional numbers attached? ☐ Yes ☒ No

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

Name: Geoffrey D. Matsunaga

Internal Address: _____

Street Address: Kagei & Matsunaga

19191 South Vermont Avenue, Suite 420

City: Torrance

State: CA

ZIP: 90502

6. Total number of applications and patents involved:

4

7. Total fee (37 CFR 3.41).....\$ 160.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Geoffrey D. Matsunaga

Name of Person Signing

G Matsunaga

Signature

30NOV98

Date

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

7

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

PATENT

REEL: 9605 FRAME: 0380

MRD 12-1-98

12/02/1998 INQUIRY 0000065 4869919

01 FC:581

160.00 DP

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), is made as of November 20, 1998, between VENTURA FOODS, LLC, a Delaware limited liability company (the "Grantor") and THE BANK OF TOKYO-MITSUBISHI, LTD., acting through its Los Angeles Branch, in its capacity as collateral agent (in such capacity, the "Agent") for the Lenders (as defined below).

RECITALS

WHEREAS, the Grantor has entered into a Credit Agreement dated as of December 18, 1996 (as it may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Lenders named therein (the "Lenders") and The Bank of Tokyo-Mitsubishi, Ltd., Los Angeles Branch, as agent for the Lenders; and

WHEREAS, the obligations of the Grantor under the Credit Agreement are secured pursuant to a Collateral Security and Intercreditor Agreement dated as of December 18, 1996, among the Grantor, the Lenders and the Agent (as it may be amended, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, the Grantor has requested certain modifications to the Credit Agreement, and the Lenders and the Agent are willing to consent to such modifications subject to (among other things) the execution and delivery by the Grantor of this Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and in order to induce the Agent and the Lenders to consent to the modification of the Credit Agreement, the Grantor agrees for the benefit of the Agent as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings ascribed thereto in the Credit Agreement and in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations of the Grantor to the Term Lenders and the Term Agent, the Grantor does hereby assign, mortgage, pledge and hypothecate to the Agent, as additional Term Loan Collateral, all of Grantor's right, title and interest in and to the following property (the "Patent Collateral"), whether now owned or hereafter acquired:

- (a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world, including without limitation each patent and patent application referred to in Schedule 1 hereto;
- (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);

(c) all patent licenses and other agreements providing the Grantor with the right to use any of the items of the type referred to in clauses (a) and (b);

(d) the right to sue third parties for past, present or future infringements of any Patent Collateral described in clauses (a) and (b) and, to the extent applicable, clause (c); and

(e) all proceeds, products and accessions of and to all of the foregoing and all proceeds of insurance on any and all of the foregoing.

Grantor represents and warrants to the Agent that it is the legal and beneficial owner of all of the Patent Collateral referred to in Schedule 1 hereto free and clear of any Liens or interests therein of any other Person.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Agent in the Patent Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Obligations of the Grantor to the Term Lenders and the Term Agent, the Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Patent Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Credit Document. This Agreement is a Credit Document (as defined in the Credit Agreement) executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same agreement.

IN WITNESS WHEREOF, each of the Grantor and the Agent has caused this Agreement to be executed by its duly authorized officer as of the date first written above.

VENTURA FOODS, LLC

By Craig Moore
Name: Craig Moore
Title: Sr VP & CFO

THE BANK OF TOKYO-MITSUBISHI, LTD.
Los Angeles Branch, as collateral agent


By _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the Grantor and the Agent has caused this Agreement to be executed by its duly authorized officer as of the date first written above.

VENTURA FOODS, LLC

By _____
Name:
Title:

THE BANK OF TOKYO-MITSUBISHI, LTD.
Los Angeles Branch, as collateral agent

By  _____
Name: Masato Sekino
Title: Deputy General Manager

State of California)

County of Los Angeles)

On November 20, 1998, before me, Sonja Y. Sellers, Notary Public, personally appeared Craig Moore, personally known to me or ~~proved to me on the basis of~~ satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

[seal]

WITNESS my hand and official seal.



A large, stylized handwritten signature of Sonja Y. Sellers, written in black ink over a horizontal line.

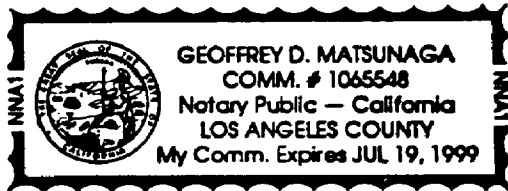
State of California)

County of Los Angeles)

On November 23, 1998, before me, Geoffrey Matsunaga, Notary Public, personally appeared Masato Selino, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

[seal]

WITNESS my hand and official seal.



A handwritten signature of Geoffrey D. Matsunaga, written in black ink over a horizontal line.

Patents and Patent Applications Owned by Grantor

- | | | |
|----|---|---------------------------|
| 1. | Meltable Spread Composition | U.S. Patent No. 4,869,919 |
| 2. | Fat Spread and the Process of Manufacture | U.S. Patent No. 5,133,985 |
| 3. | Cooking Oil Extending Process | U.S. Patent No. 5,629,039 |
| 4. | Cooking Oil Extending Filter for Deep Fat Fryer | U.S. Patent No. 5,782,164 |