

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4070141

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
LANDEC CORPORATION		09/23/2016
RECEIVING PARTY DATA		
Name:	JPMORGAN CHASE BANK, N.A.	
Street Address:	10 SOUTH DEARBORN ST., FL L-2	
Internal Address:	SUITE IL 1-0480	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60603	
PROPERTY NUMBERS Total: 26		
Property Type	Number	
Patent Number:	6376032	
Patent Number:	6548132	
Patent Number:	7169451	
Patent Number:	8092848	
Patent Number:	6199318	
Patent Number:	6540984	
Patent Number:	7182951	
Patent Number:	6224793	
Patent Number:	6255367	
Patent Number:	6831116	
Patent Number:	6989417	
Patent Number:	7175832	
Patent Number:	7449511	
Patent Number:	8114883	
Patent Number:	8399007	
Patent Number:	8524259	
Patent Number:	8529922	
Patent Number:	8956602	
Patent Number:	7291389	

PATENT

Property Type	Number
Patent Number:	8911861
Patent Number:	7101928
Application Number:	15097987
Application Number:	14571256
Application Number:	13566056
Application Number:	13035383
Application Number:	14210149

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.

Email: ipdocket@mayerbrown.com

Correspondent Name: NADEEN NSOULI

Address Line 1: 71 S. WACKER DRIVE

Address Line 4: CHICAGO, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	16508847
NAME OF SUBMITTER:	NADEEN NSOULI
SIGNATURE:	/Nadeen Nsouli/
DATE SIGNED:	09/27/2016

Total Attachments: 10

source=JPM_Landec - Patent & Trademark Security Agreement [Executed]#page1.tif
source=JPM_Landec - Patent & Trademark Security Agreement [Executed]#page2.tif
source=JPM_Landec - Patent & Trademark Security Agreement [Executed]#page3.tif
source=JPM_Landec - Patent & Trademark Security Agreement [Executed]#page4.tif
source=JPM_Landec - Patent & Trademark Security Agreement [Executed]#page5.tif
source=JPM_Landec - Patent & Trademark Security Agreement [Executed]#page6.tif
source=JPM_Landec - Patent & Trademark Security Agreement [Executed]#page7.tif
source=JPM_Landec - Patent & Trademark Security Agreement [Executed]#page8.tif
source=JPM_Landec - Patent & Trademark Security Agreement [Executed]#page9.tif
source=JPM_Landec - Patent & Trademark Security Agreement [Executed]#page10.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of September 23, 2016 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made between Landec Corporation (the “Borrower”), the other Persons party hereto as Grantors (collectively with the Borrower and any additional entities which become parties to this Agreement, each a “Grantor”, and collectively, the “Grantors”) and JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the “Administrative Agent”) for the Secured Parties (as defined in the Pledge and Security Agreement, defined below).

WHEREAS, each Grantor is a party to a Pledge and Security Agreement dated as of September 23, 2016 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) among the Borrower, the other grantors party thereto and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in its Patent and Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest

2.1. Grant of Security. Each Grantor hereby pledges, collaterally assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade name or derivations thereof), and regardless of where located (collectively, the “Patent and Trademark Collateral”):

(a) (i) any and all patents and patent applications; (ii) all inventions and improvements described and claimed therein including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto under the heading “Patents”; (iii) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements thereof; and (vi) all rights corresponding to any of the foregoing throughout the world;

(b) (i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto under the heading “Trademarks”; (ii) all licenses of the foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future

infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vi) all rights corresponding to any of the foregoing throughout the world; and

(c) (i) any and all licensing agreements or similar arrangements in and to its Patents and Trademarks, including, without limitation, each agreement listed or required to be listed in Schedule A attached hereto under the heading "Patent and Trademark Licenses", (ii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (iii) all rights to sue for past, present, and future breaches thereof.

2.2. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Patent and Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any agreement, license or covenant to which any Grantor is a party, and any of its rights or interest thereunder, if and to the extent that a security interest is prohibited by or in violation of (i) any law, rule or regulation applicable to such Grantor, (ii) any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law or (iii) any lease, license or agreement or any property subject to a purchase money security interest or similar arrangement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or purchase money arrangement or create a right of termination in favor of any other party thereto after giving effect to the applicable anti-assignment provisions of the UCC or other applicable law, other than proceeds and receivables thereof, the assignment of which is expressly deemed effective under the UCC or other applicable law notwithstanding such prohibition, provided that the Patent and Trademark Collateral shall include and such security interest shall attach immediately at such time as the condition causing such violation, invalidation or right of termination shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, agreement, property subject to a purchase money security interest or similar arrangement that does not result in any of the consequences specified above.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent on behalf of and for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Pledge and 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 Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Choice of Law

THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 5. Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such

counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signatures Immediately Follow]

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

GRANTORS:

LANDEC CORPORATION

By: Greg Skinner
Name: Greg Skinner
Title: Chief Financial Officer and Vice President of Finance

APIO, INC.

By: Greg Skinner
Name: Greg Skinner
Title: Vice President

LIFECORE BIOMEDICAL, INC.

By: Greg Skinner
Name: Greg Skinner
Title: Vice President

LIFECORE BIOMEDICAL, LLC

By: Greg Skinner
Name: Greg Skinner
Title: Vice President

CAL EX TRADING COMPANY

By: Greg Skinner
Name: Greg Skinner
Title: Vice President

GREENLINE LOGISTICS, INC.

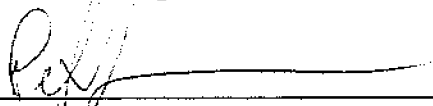
By: Greg Skinner
Name: Greg Skinner
Title: Vice President

[Signature page to Patent and Trademark Security Agreement]

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent

By:

A handwritten signature in dark ink, appearing to read 'P. Jaeschke', is written over a horizontal line.

Name: Peter Jaeschke

Title: Vice President

[Signature page to Patent and Trademark Security Agreement]

PATENT
REEL: 039864 FRAME: 0369

SCHEDULE A
TO PATENT AND TRADEMARK SECURITY AGREEMENT

PATENTS

REGISTERED PATENTS

Name of Grantor	Patent Description	Patent Number	Issue Date
Landec Corporation	Gas Perm. Membrane	6,376,032	4/23/02
Landec Corporation	Pkg Biol Mat.	6,548,132	4/15/03
Apio, Inc.	Party Tray Cover	D482,280	11/18/03
Apio, Inc.	Party Tray	7,083,818	8/1/06
Landec Corporation	Gas Perm Memb	7,169,451	1/30/07
Apio, Inc.	Gas Perm Memb	7,329,452	2/12/08
Apio, Inc.	Pkg Resp Bio.	7,601,374	10/13/09
Landec Corporation	Pkg resp Biol	8,092,848	1/10/12
Apio, Inc.	Pkg Bananas	8,110,232	2/7/12
Apio, Inc.	Pkg Resp Bio materials	8,828,463	9/9/14
Apio, Inc.	Comb Atmos Cont Members	9,034,405	5/19/15
Apio, Inc.	Packaging	9,034,408	5/19/15
Apio, Inc.	Atmos Control Biol mat	9,185,920	11/17/15
Landec Corporation	Aq. Emulsions	6,199,318	3/13/01
Landec Corporation	Aq. Emulsions	6,540,984*	4/1/03
Landec Corporation	Select. Treat. Seeds	7,182,951	2/27/07
Landec Corporation	Encap active ag	6,224,793	5/1/01
Landec Corporation	Poly Mod. Ag.	6,255,367	7/3/01
Landec Corporation	Poly Mod. Ag.	6,831,116	12/14/04
Landec Corporation	Aq. Emulsions	6,540,984*	4/1/03
Landec Corporation	Poly Thicken.	6,989,417	1/24/06
Landec Corporation	Aq. Emulsions	7,175,832	2/13/07
Landec Corporation	Poly Thicken	7,449,511	11/11/08
Apio, Inc.	Aq Disp Cryst Poly & Uses	9,185,920	2/16/16
Landec Corporation	Del of Bioactive	8,114,883	2/14/12
Landec Corporation	Method of Form Cont rel Pharm	8,399,007	3/19/13
Landec Corporation	Systems & methods for del of mat'ls	8,524,259	9/3/13
Landec Corporation	Systems & methods for del of mat'ls	8,529,922	9/10/13
Landec Corporation	Del of Drugs	8,956,602	2/17/15
Landec Corporation	Article w/shape	7,291,389	11/06/07
Landec Corporation	Thermo Indicate	8,911,861	12/16/14

Name of Grantor	Patent Description	Patent Number	Issue Date
Landec Corporation	Polymeric Thickeners For Oil-Containing Compositions	7,101,928	09/05/06

PATENT APPLICATIONS

Name of Grantor	Patent Application	Application Filing Date	Application Serial Number
Landec Corporation	Thermochromic Indicators	04/13/2016	U.S. Application No. 15/097,987
Landec Corporation	Thermochromic Indicators	12/15/2014	U.S. Application No. 14/571,256
Landec Corporation	Ionic/Ionogenic Comb Copolymer Compositions And Personal Care Products Containing THE SAME	08/03/2012	U.S. Application No. 13/566,056
Landec Corporation	Cationic/Cationogenic Comb Copolymer Compositions and Personal Care Products Containing the Same	02/25/2011	U.S. Application No. 13/035,383
Apio, Inc.	Atmosphere Control Around Respiring Biological Materials	11/16/2015	U.S. Patent Application No. 14/943,022
Apio, Inc.	Packaging and Methods of Use For Respiring Biological Materials	09/08/2014	U.S. Patent Application No. 14/480,625
Landec Corporation	Compositions and Methods for the Controlled Release of Active Ingredients	03/13/2014	US Application No. 14/210,149

TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number
Lifecore Biomedical, LLC	CORGEL	10/5/2010	3,856,330
Lifecore Biomedical, LLC	LIFECORE	4/12/2005	2,939,113
Lifecore Biomedical, LLC	LIFECORE	5/17/1988	1,488,016
Lifecore Biomedical, LLC	LUROCOAT	12/17/1991	1,668,206
Apio, Inc.	BEST IN FRESH	7/1/2014	4561575
Apio, Inc.	BREATHWAY	8/22/2006	3133571
Apio, Inc.	CAL EX	1/23/2001	2423247
Apio, Inc.	CASINO	13/19/2002	2549383
Apio, Inc.	CLEARLY FRESH	1/4/2011	3902233
Apio, Inc.	CONTAINS 5 SUPERFOODS YELLOW DESIGN	7/1/2014	4561662
Apio, Inc.	CONTAINS 5 SUPERFOODS RED DESIGN	11/19/2013	4437727
Apio, Inc.	CONTAINS 5 SUPERFOODS GREEN DESIGN	12/9/2014	4654496
Apio, Inc.	CONTAINS 5 SUPERFOODS PURPLE DESIGN	10/29/2013	4426882
Apio, Inc.	EAT SMART	6/18/2002	2580711
Apio, Inc.	EAT SMART	6/3/2008	3441896
Apio, Inc.	EAT SMART	9/25/2007	3297565
Apio, Inc.	EAT SMART	9/22/2015	4818816
Apio, Inc.	EXTENDS FRESHNESS NATURALLY	12/25/2007	3359708
Apio, Inc.	EXTENDS FRESHNESS NATURALLY	5/27/2008	3438390
Apio, Inc.	FIESTAS FRESCAS	11/12/2013	4433273
Apio, Inc.	FRESH GATHERINGS	1/10/2012	4084888
Apio, Inc.	GREENLINE & B/W DESIGN	8/20/2013	4388093
Apio, Inc.	GREENLINE & DESIGN	6/11/2013	4349194
Apio, Inc.	GREENLINE	10/6/1987	1460274

721636550.3 16508847

	SYLIZED		
Apio, Inc.	LUCKY 21	7/22/2008	3471591
Apio, Inc.	MATRIX DESIGN	10/3/2006	3151380
Apio, Inc.	PLANT POWERED PROTEIN	10/20/2015	4838627
Apio, Inc.	POWER UP WITH PLAN POWERED PROTEIN	12/22/2015	4873010
Apio, Inc.	SIDE KITS	4/17/2015	4129428
Apio, Inc.	STEAM IN THE BAG & DESIGN	4/9/2013	4318963
Apio, Inc.	SUNSHINE BLEND	11/12/2002	2648130
Apio, Inc.	SUPERLICIOUS	2/3/2015	4682939
Apio, Inc.	SUPERLICIOUS SMOTHIE BLEND	2/3/2015	4682938
Apio, Inc.	THE BEST IN FRESH	8/27/2013	4392344
Apio, Inc.	VEGETABLE TRAY DESIGN	8/1/2006	3125057
Landec Corporation	INTELIMER	4/21/2009	3610377
Landec Corporation	INTELIMER	8/13/1991	1653373
Landec Corporation	LANDEC	4/12/2016	4936310

TRADEMARK APPLICATIONS

Name of Grantor	Trademark	Application Number
Apio, Inc.	EAT SMART	86187090
Apio, Inc.	EAT SMART	86187096
Apio, Inc.	EAT SMART	86446848
Apio, Inc.	EAT SMART PLANT BASED PROTEIN	86500324
Apio, Inc.	EAT SMART PLANT POWERED PROTEIN	86500325
Apio, Inc.	TASTE CLEAN	87017230
Apio, Inc.	THE FAST, FLAVORFUL WAY TO EAT HEALTHY EVERY DAY	86404707
Apio, Inc.	THE FAST, FLAVORFUL WAY TO EAT VEGGIES EVERY DAY	86404720
Landec Corporation	INTELIMER	86587988

PATENT AND TRADEMARK LICENSES

None.