### 504470791 07/24/2017

### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4517493

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
TASTE, INC.	07/20/2017

#### **RECEIVING PARTY DATA**

Name:	BRIGHTWOOD LOAN SERVICES LLC	
Street Address:	810 SEVENTH AVENUE	
Internal Address:	26TH FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10019	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	7124035

#### **CORRESPONDENCE DATA**

**Fax Number:** (212)909-6836

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:** 2129096000

**Email:** trademark@debevoise.com **Correspondent Name:** DEBEVOISE & PLIMPTON LLP

Address Line 1: 919 THIRD AVENUE

Address Line 4: NEW YORK, NEW YORK 10022

NAME OF SUBMITTER:	ERIK J. ANDREN, ESQ.	
SIGNATURE:	/Erik J. Andren/	
DATE SIGNED:	07/24/2017	

#### **Total Attachments: 5**

source=Patent Security Agreement#page1.tif source=Patent Security Agreement#page2.tif source=Patent Security Agreement#page3.tif source=Patent Security Agreement#page4.tif source=Patent Security Agreement#page5.tif

PATENT 504470791 REEL: 043319 FRAME: 0047

#### PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of July 20, 2017, made by Taste, Inc., a California corporation (the "Grantor"), in favor of Brightwood Loan Services LLC, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Amended and Restated Credit Agreement, dated as of July 20, 2017 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), among HOJEIJ BRANDED FOODS, LLC, each Lender (as defined in the Credit Agreement) from time to time party thereto, Brightwood Loan Services LLC, as Administrative Agent and the other agents and parties party thereto.

WHEREAS, the Grantor is party to a Security Agreement, dated as of July 28, 2015 (as amended, restated, extended, 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 Patent 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 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. Confirmation of Grant of Security Interest in Patents. The Grantor hereby confirms that pursuant to the Security Agreement it granted as security for the payment or performance, as the case may be, in full of the Secured Obligations, to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest (the "Security Interest") in, all of the Grantor's right, title or interest in or to any and all of the Owned Patents, including those listed on Schedule I hereto, and all proceeds of the Owned Patents, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest.

**Section 3.** Purpose. This Patent Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Patent Security Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. <u>Counterparts</u>. This Patent 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 Patent Security Agreement shall be effective as delivery of an original executed counterpart of this Patent Security Agreement. This Patent 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 the Collateral Agent and their respective permitted successors and assigns. The Collateral Agent may also require that any such

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documents and signatures delivered by telecopier, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; <u>provided</u> that the failure to request or delivery the same shall not limit the effectiveness of any document or signature delivered by telecopier, .pdf or other electronic imaging means.

Section 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 6. Governing Law.** This Patent Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

[Signature pages follow]

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

TASTE, INC., as Grantor

Ву:

Name: Jonathan C. Gologorsky Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

## Accepted and Agreed

BRIGHTWOOD LOAN SERVICES LLC, AS COLLATERAL AGENT

Name: Qamien Dw

Title: Authorized Peron

By: Jan Sengal Selassie

Name: Sengal Selassie
Title: Authorized Person

REEL: 043319 FRAME: 0051

## Schedule I

# Patent Registrations

RECORDED: 07/24/2017

Title	Patent Number	Issue Date
Methods and apparatus for	7124035	October 17, 2006
classifying and selecting		
wine		

PATENT REEL: 043319 FRAME: 0052