

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4860325

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
NBH CAPITAL FINANCE, A DIVISION OF NBH BANK	03/09/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MOSAIC CAPITAL INVESTORS I, LP, AS AGENT
<b>Street Address:</b>	C/O MOSAIC CAPITAL PARTNERS LLC, 101 SOUTH TRYON STREET, SUITE 2620
<b>Internal Address:</b>	C/O MOSAIC CAPITAL PARTNERS LLC
<b>City:</b>	CHARLOTTE
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28280
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8567604
<b>Patent Number:</b>	D629682
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)341-7729
<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>	
<b>Phone:</b>	6173417729
<b>Email:</b>	katarzyna.gaysunas@morganlewis.com
<b>Correspondent Name:</b>	KATARZYNA GAYSUNAS
<b>Address Line 1:</b>	1 FEDERAL STREET
<b>Address Line 2:</b>	C/O MORGAN, LEWIS & BOCKIUS LLP
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02110
<b>NAME OF SUBMITTER:</b>	KATARZYNA GAYSUNAS
<b>SIGNATURE:</b>	/Katarzyna Gaysunas/
<b>DATE SIGNED:</b>	03/09/2018
<b>Total Attachments: 7</b>	
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**ASSIGNMENT AND ASSUMPTION  
OF PATENT AND TRADEMARK SECURITY AGREEMENTS**

**THIS ASSIGNMENT AND ASSUMPTION OF PATENT AND TRADEMARK SECURITY AGREEMENTS** (this “Assignment”), is dated as of March 9, 2018, and made by **NBH CAPITAL FINANCE, A DIVISION OF NBH BANK, A COLORADO STATE-CHARTERED BANK**, in its capacity as assigning Lender (the “Assignor”), to **MOSAIC CAPITAL INVESTORS I, LP**, as Agent (the “Assignee”).

WHEREAS, pursuant to that certain (a) Patent and Trademark Security Agreement, dated as of December 31, 2015, made by and between Hollandia Flowers, LLC, a California limited liability company (“Hollandia Flowers”), and Assignor (as amended, amended and restated, restated, supplemented, modified or otherwise in effect from time to time prior to the date hereof, the “2015 Patent and Trademark Agreement”), (b) Patent and Trademark Security Agreement, dated as of December 31, 2015, made by and between Green Growth Consulting, LLC, a California limited liability company (“Green Growth”), and Assignor (as amended, amended and restated, restated, supplemented, modified or otherwise in effect from time to time prior to the date hereof, the “2015 Green Growth Patent and Trademark Agreement”), and (c) Patent and Trademark Security Agreement, dated as of November 21, 2017, made by and between Hollandia Produce Group, Inc., a California corporation (“Hollandia Produce”; and together with Hollandia Flowers and Green Growth, collectively “Companies”), and Assignor (as amended, amended and restated, restated, supplemented, modified or otherwise in effect from time to time prior to the date hereof, the “2017 Patent and Trademark Agreement”; and together with 2015 Patent and Trademark Agreement and 2015 Green Growth Patent and Trademark Agreement, collectively the “Patent and Trademark Agreements” and each individually, a “Patent and Trademark Agreement”), a security interest (the “Security Interest”) was granted by each Company to the Assignor in the Patent and Trademark Collateral (as defined below), including Patents and Trademarks identified on Exhibits A & B attached hereto;

WHEREAS, the 2015 Patent and Trademark Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office (the “USPTO”) on January 4, 2016 at Reel 5701, Frame 0222; the 2015 Green Growth Patent and Trademark Agreement was recorded in the Patent Division of the USPTO on January 4, 2016 at Reel 037401 and Frame 0318; and in the Trademark Division at Reel 5701 and Frame 0251; and the 2017 Patent and Trademark Agreement was recorded in the Trademark Division of the USPTO on December 6, 2017 at Reel 6222, Frame 0890;

WHEREAS, the Assignor desires to assign and delegate its rights, title and interest in and to each Patent and Trademark Agreement and the Patent and Trademark Collateral, and the Assignee desires to accept such assignment and assume said rights, title and interest, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Assignment, each of the Assignor and the Assignee agree as follows:

1. Definitions. Capitalized terms used herein and not defined herein shall have the meaning given to such terms in the applicable Patent and Trademark Agreement. The term “Patent and Trademark Collateral” as used herein, shall mean all of the Assignor’s right, title and interest of every kind and nature as of the date hereof in the patents and trademarks listed on Schedule A hereto.

2. Assignment and Assumption of Security Interest. Effective as of February \_\_, 2018, the Assignor hereby assigns and transfers unto the Assignee, and the Assignee hereby accepts all of the Assignor’s rights, title and interest in and to each Patent and Trademark Agreement and Patent and Trademark Collateral.

3. Further Assurances. Each of the Assignor and the Assignee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the Assignment contemplated hereby.

4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO (OTHER THAN CONFLICT OF LAWS).

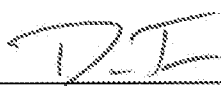
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IN WITNESS WHEREOF, the undersigned have entered into this Assignment as of the date first written above.

ASSIGNOR:

NBH CAPITAL FINANCE, A DIVISION OF NBH  
BANK, A COLORADO STATE-CHARTERED BANK

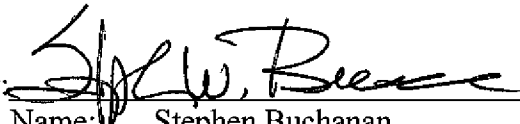
By: \_\_\_\_\_

  
Name: Dustin Jacobson  
Title: Vice President

**ASSIGNEE:**

**MOSAIC CAPITAL INVESTORS I, LP, a**  
Delaware limited partnership, as Agent

By: Mosaic Capital Investors, LLC,  
Its General Partner

By:   
Name: Stephen Buchanan  
Title: Managing Partner

**Exhibit A**

**PATENT COLLATERAL**

Title	Patent Number	Issue Date
Container for produce storage, packing and transport	8,567,604	October 29, 2013
Container	D629,682	December 28, 2010

Exhibit B

TRADEMARK COLLATERAL

<u>Mark</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
IN HOME HARVEST TRAY	3,968,098	May 24, 2011
GROWER PETE'S HOME HARVEST ORGANIC LIVING LETTUCE MIX	3,953,974	May 3, 2011
GROWER PETE'S	3,937,427	March 29, 2011
	2,540,217	February 19, 2002
	2,540,216	February 19, 2002
ABSOLUTELY FRESH BECAUSE IT'S STILL ALIVE		
HOLLANDIA	2,529,783	January 15, 2002
	2,569,851	May 14, 2002
HOLLANDIA		
	87/663093	October 27, 2017
HOME HARVEST PACK		
	87/559034	August 7, 2017
WE LIVE FOR LETTUCE		





FARM AT TABLE

OUR ROOTS ARE SHOWING

PETE'S LIVING GREENS



87/474046

June 3, 2017

87/561298

August 8, 2017

87/559452

August 7, 2017

87/474052

June 3, 2017

87/474024

June 2, 2017