

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4943147

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SAN DIEGO FARMS LLC	04/30/2018
RECEIVING PARTY DATA		
Name:	MB FINANCIAL BANK, N.A.	
Street Address:	6111 NORTH RIVER ROAD	
Internal Address:	ATTENTION: SCOTT THEUERKAUF	
City:	ROSEMONT	
State/Country:	ILLINOIS	
Postal Code:	60018	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Application Number:	14162684	
Application Number:	14174837	
Application Number:	15912194	
Application Number:	15904117	
CORRESPONDENCE DATA		
Fax Number:	(703)712-5050	
<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>		
Phone:	7037125150	
Email:	TWyatt@mwoutsource.com	
Correspondent Name:	MCGUIREWOODS LLP	
Address Line 1:	1750 TYSONS BOULEVARD	
Address Line 2:	SUITE 1800	
Address Line 4:	TYSONS, VIRGINIA 22102-4215	
ATTORNEY DOCKET NUMBER:	2054423-0170	
NAME OF SUBMITTER:	TORREY WYATT	
SIGNATURE:	/TORREY WYATT/	
DATE SIGNED:	05/02/2018	
Total Attachments: 5		

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Security Agreement"), dated as of April 30, 2018, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of MB Financial Bank, N.A. ("MB Financial"), as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below), for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of April 30, 2018 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among San Diego Farms LLC, a Delaware limited liability company ("Borrower"), San Diego Farms Holdings LLC, a Delaware limited liability company ("Holdings"), the Lenders and the L/C Issuers from time to time party thereto and MB Financial, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than Borrower) has agreed, pursuant to that certain Guaranty and Security Agreement of even date herewith by and among Borrower, Holdings, GSB Management Company, LLC, Gourmet Sweet Botanicals, LLC, and the other Grantors from time to time party thereto in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, pursuant to the Guaranty and Security Agreement, each Grantor is required to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement, and if not defined therein, as defined in the Credit Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral");

(a) all of its Patents including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents subject to a security interest hereunder.

Section 5. Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or electronic mail of any executed signature page to this Security Agreement shall constitute effective delivery of such signature page. This Security Agreement to the extent signed and delivered by means of a facsimile machine or electronic mail (including “.pdf” files) shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or electronic mail (including “.pdf” files) to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or electronic mail (including “.pdf” files) as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

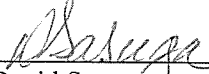
Section 6. Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[Signature Pages Follow]

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

SAN DIEGO FARMS LLC

as Grantor

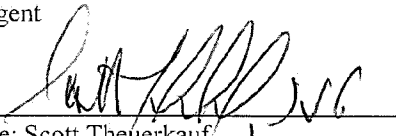
By: 

Name: David Sasuga

Title: President and Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

MB FINANCIAL BANK, N.A.,
as Agent

By: 
Name: Scott Theuerkauf
Title: Senior Vice President

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. PATENT APPLICATIONS

<u>Grantor</u>	<u>Patent No./</u> <u>Publication No./</u> <u>Application No.</u>	<u>Issue Date/</u> <u>Pub. Date/</u> <u>App. Date</u>	<u>Title</u>	<u>Jurisdiction</u>
San Diego Farms LLC	20140212549 14162684	7/31/2014 1/23/2014	EXTENDED SHELF LIFE MICROGREEN PRODUCTS AND METHODS	US
San Diego Farms LLC	20140220183 14/174837	8/7/2014 2/6/2014	CRYSTAL COMESTIBLE PRODUCT AND METHOD OF MAKING SAME	US
San Diego Farms LLC	15/912194	3/5/2018	CRYSTAL COMESTIBLE PRODUCT AND METHOD OF MAKING SAME	US
San Diego Farms LLC	15904117		BEVERAGE GLASS RIM COATING ARTICLE AND METHOD	US