

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5313589

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
DAIRYVATIVE TECHNOLOGIES, INC.	01/02/2019
RECEIVING PARTY DATA	
Name:	DAVID F. PAOLELLA
Street Address:	93 LAKESHORE DRIVE
City:	WAYLAND
State/Country:	MASSACHUSETTS
Postal Code:	01778
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	7481974
Patent Number:	9265269
Application Number:	12488591
Application Number:	15264538
Application Number:	15507862
CORRESPONDENCE DATA	
Fax Number:	(617)350-6878
<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:	617-350-6800
Email:	kimberly.mason@gesmer.com
Correspondent Name:	GESMER UPDEGROVE LLP
Address Line 1:	40 BROAD STREET
Address Line 4:	BOSTON, MASSACHUSETTS 02109
ATTORNEY DOCKET NUMBER:	DAIRYVATIVE
NAME OF SUBMITTER:	WILLIAM E. HILTON
SIGNATURE:	/William E. Hilton/
DATE SIGNED:	01/08/2019
Total Attachments: 5 source=DairyvateAssn#page1.tif	

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

(Settlement Agreement)

This Intellectual Property Security Agreement (this "Agreement") is entered into as of January 2, 2019 by and between DAIRYVATIVE TECHNOLOGIES, INC., with a place of business at N4311 Lakewood Circle, Marksan, Wisconsin 53946 ("Dairyvative") and DAVID F. PAOLELLA, who resides at 93 Lakeshore Drive, Wayland, Massachusetts 01778 ("Mr. Paolella").

RECITALS

A. Dairyvative and Mr. Paolella have entered into that certain Settlement Agreement, dated as of the date hereof (the "Settlement Agreement"), pursuant to which Dairyvative agreed to pay Mr. Paolella no less than Two Hundred and Ninety-Three Thousand, Six Hundred and One Dollars and Fifty-Four Cents (\$293,601.54).

B. Pursuant to the Settlement Agreement Dairyvative agreed to grant Mr. Paolella a security interest in all of Dairyvative's Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Dairyvative to Mr. Paolella.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Dairyvative's obligations to Mr. Paolella, Dairyvative hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Dairyvative's obligations to Mr. Paolella, Dairyvative grants and pledges to Mr. Paolella a security interest in all of Dairyvative's right, title and interest in, to and under the following intellectual property:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Dairyvative now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents set forth on Exhibit A attached hereto (collectively, the "Patents");

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(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Dairyvative connected with and symbolized by such trademarks, including without limitation the trademark set forth in Exhibit B attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Dairyvative authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Mr. Paoletta.

3. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

4. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

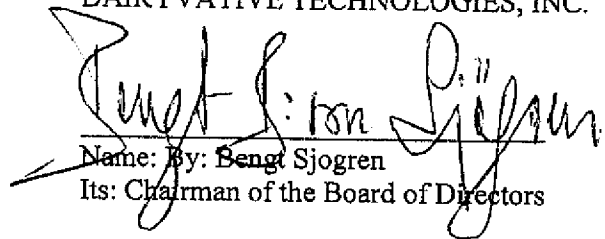
5. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

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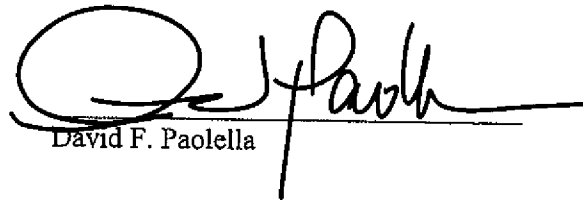


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

DAIRYVATIVE TECHNOLOGIES, INC.



Name: By: Bengt Sjögren
Its: Chairman of the Board of Directors



David F. Paoella

(Dairyvative Technologies – IP Security Agreement – January 2019)

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EXHIBIT A

Patents

INVENTOR	ASSIGNEE	PATENT NO.	DATE ISSUED	DESCRIPTION
Charles E. Sizer	Dairyvative Technologies, LLC	7,481,974	1/27/09	Method/Apparatus to Sterilize Containers
Charles E. Sizer	Dairyvative Technologies, LLC	9,265,269	2/23/16	Method to Make Shelf Stable Milk Concentrate
Charles E. Sizer	Dairyvative Technologies, LLC	App. No. 12/488,591	12/24/09	Process to Make Shelf Stable Milk Concentrate
Charles E. Sizer	Dairyvative Technologies, LLC	App. No. 15/264,538	1/5/17	Process to Make Shelf Stable Milk Concentrate
Charles E. Sizer	Dairyvative Technologies, LLC	App. No. 15/507,862	10/12/17	Gas Infused Milk Product, Method to Make Same

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EXHIBIT B
TRADEMARKS

<u>Owner</u>	<u>Number</u>	<u>Date Filed</u>	<u>Registration Date</u>	<u>Trademark</u>
Dairyvative Technologies, LLC	4,976,373	May 13, 2015	June 14, 2015	DAIRYVATIVE

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