

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5256478

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT ASSIGNMENT AND ASSUMPTION
CONVEYING PARTY DATA	
Name	Execution Date
GOLDMAN SACHS LENDING PARTNERS LLC	11/20/2018
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS AGENT
Street Address:	2450 COLORADO AVENUE
Internal Address:	SUITE 3000 WEST
City:	SANTA MONICA
State/Country:	CALIFORNIA
Postal Code:	90404
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	7074444
Patent Number:	7029716
Patent Number:	6220150
Patent Number:	6482457
Patent Number:	RE41885
Application Number:	13208712
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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:	8007130755
Email:	james.murray@wolterskluwer.com
Correspondent Name:	CT CORPORATION
Address Line 1:	4400 EASTON COMMONS WAY
Address Line 2:	SUITE 125
Address Line 4:	COLUMBUS, OHIO 43219
NAME OF SUBMITTER:	ROBIN RILEY
SIGNATURE:	/Robin Riley/
DATE SIGNED:	11/28/2018

Total Attachments: 8

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Intellectual Property Security Agreement Assignment and Assumption

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ASSIGNMENT AND ASSUMPTION (this "Assignment and Assumption"), dated as of November 20, 2018 (the "Effective Date") is made by Goldman Sachs Lending Partners LLC, as the predecessor Administrative Agent and Collateral Agent, as assignor ("Assignor"), Wells Fargo Bank, National Association, as successor Administrative Agent and Collateral Agent, as assignee ("Assignee"), and CTI Saginaw I, LLC (the "Company"). Capitalized terms not defined herein shall have the meanings assigned to them in the IP Security Agreement (as defined below).

WHEREAS, reference is made to (i) the Revolving Credit Agreement, dated as of June 28, 2013, by and among Assignor, the Company and certain of its affiliates, and the Lenders party thereto, as amended by Amendment No. 1 to Revolving Credit Agreement, dated as of July 25, 2013, Amendment No. 2 to Revolving Credit Agreement, dated January 7, 2015, Amendment No. 3 to Revolving Credit Agreement, dated May 8, 2015 and Amendment No. 4 to Revolving Credit Agreement, dated October 17, 2017 (as the same now exists or may hereafter be further amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement") and (ii) that certain Agency Transfer Agreement, dated as of even date herewith (the "Agency Transfer Agreement"), by and among the Assignor, the Assignee, the Company and certain of its affiliates, pursuant to which the Assignor has transferred its role as Administrative Agent and Collateral Agent to the Assignee;

WHEREAS, reference is also made to that certain Intellectual Property Security Agreement, dated as of May 15, 2018, between the Company and the Assignor (as amended, supplemented, restated or otherwise modified from time to time, the "IP Security Agreement"); and

WHEREAS, pursuant to the IP Security Agreement, the Company granted, assigned and pledged to the Assignor, for itself and the benefit of the Secured Parties, a continuing security interest in and lien upon all of the Company's right, title and interest in and to the Intellectual Property, including the Patents listed on Exhibit A hereto and the Trademarks listed on Exhibit B hereto.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

1. Assignor hereby irrevocably, absolutely and unconditionally assigns to Assignee without recourse and without any representation or warranty of any kind, nature or description, except as expressly set forth in the Agency Transfer Agreement, and Assignee hereby assumes from Assignor, Assignor's rights and obligations under and interest in the IP Security Agreement as of the Effective Date.

2. The parties hereby authorize and request (i) the Commissioner of Patents to record this Assignment and Assumption in the United States Patent and Trademark Office, (ii) the Commissioner of Trademarks to record this Assignment and Assumption in the United States Patent and Trademark Office, and (iii) the Register of Copyrights of the United States Copyright Office to record this Assignment and Assumption in the United States Copyright Office.

3. The Company hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the Intellectual Property to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Intellectual Property are more fully set forth in the IP Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. This Assignment and Assumption has been entered into pursuant to and in conjunction with the Agency Transfer Agreement, which is hereby incorporated by reference herein. The provisions of the Agency Transfer Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Assignee with respect to the Intellectual Property are as provided by the Credit Agreement, the IP Security Agreement, the Security Agreement (as defined in the Credit Agreement), and the Intercreditor Agreement (as defined in the Credit Agreement), and nothing in this Assignment and Assumption shall be deemed to limit such rights and remedies.

5. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS ASSIGNMENT AND ASSUMPTION AND ANY DISPUTE ARISING OUT OF THE RELATIONSHIP BETWEEN THE PARTIES HERETO, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK BUT EXCLUDING ANY PRINCIPLES OF CONFLICTS OF LAW OR OTHER RULE OF LAW THAT WOULD CAUSE THE APPLICATION OF THE LAW OF ANY JURISDICTION OTHER THAN THE LAWS OF THE STATE OF NEW YORK.

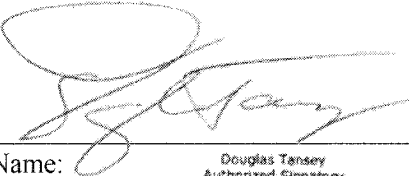
6. This Assignment and Assumption may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which when taken together shall constitute a single instrument. The parties hereto may provide signatures to this Assignment and Assumption by facsimile or electronic mail (including, without limitation, in “.pdf” or “.tif” format), and such facsimile or electronic mail signatures shall be deemed to be the same as original signatures.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

GOLDMAN SACHS LENDING PARTNERS LLC, as Assignor

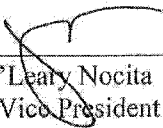
By:



Name: Douglas Tensey
Authorized Signatory
Title:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Assignee

By:


Name: John O'Leary Nocita
Title: Senior Vice President

Signature Page

Intellectual Property Security Agreement Assignment and Assumption – CTI Saginaw I (CTI)

PATENT
REEL: 048173 FRAME: 0857

ACKNOWLEDGED AND AGREED
as of the date first written above:

CTI SAGINAW I, LLC

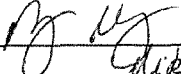
By: 
Name: Mike Murphy
Title: CEO

EXHIBIT A

Patents

1. Registrations

No.	Title	Reg. No.	Issue Date	App. No.	Filing Date	Owner
1.	METHOD FOR PRODUCING A DEHYDRATED WHOLE FOOD PRODUCT	7074444	07/11/2006	10300197	11/19/2002	CTI Saginaw I, LLC
2.	METHOD AND SYSTEM FOR PRODUCING A DEHYDRATED WHOLE FOOD PRODUCT	7029716	04/18/2006	10745365	12/23/2003	CTI Saginaw I, LLC
3.	APPARATUS FOR PRODUCING A RECONSTITUTABLE DEHYDRATED FOOD PRODUCT	6220150	04/24/2001	09641754	08/16/2000	CTI Saginaw I, LLC
4.	METHOD FOR PRODUCING A RECONSTITUTABLE DEHYDRATED FOOD PRODUCT	6482457	11/19/2002	09640297	08/16/2000	CTI Saginaw I, LLC
5.	METHOD FOR PRODUCING A DEHYDRATED WHOLE FOOD PRODUCT	RE41885	10/26/2010	12148108	04/16/2008	CTI Saginaw I, LLC

2. Applications

No.	Title	Reg. No.	Issue Date	App. No.	Filing Date	Owner
1.	SYSTEM AND METHOD FOR COST-EFFECTIVE PRODUCTION OF A DEHYDRATED FOOD PRODUCT	N/A	N/A	13208712	08/12/2011	CTI Saginaw I, LLC

EXHIBIT B

Trademarks and Trademark Applications

None.

Exhibit B – Trademarks and Trademark Applications
Intellectual Property Security Agreement Assignment and Assumption – CTI Saginaw I (CTI)