

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5580537

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	SAN DIEGO FARMS LLC	06/17/2019
RECEIVING PARTY DATA		
Name:	AVANTE MEZZANINE PARTNERS SBIC II, L.P.	
Street Address:	11150 SANTA MONICA BOULEVARD	
Internal Address:	SUITE 1470	
City:	LOS ANGELES	
State/Country:	CALIFORNIA	
Postal Code:	90025	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Application Number:	14162684	
Application Number:	14174837	
Application Number:	15912194	
Application Number:	15904117	
CORRESPONDENCE DATA		
Fax Number:	(617)502-5002	
<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:	617-248-5000	
Email:	PatentDocket@choate.com	
Correspondent Name:	CHOATE HALL & STEWART LLP-PATENT DOCKET	
Address Line 1:	TWO INTERNATIONAL PLACE	
Address Line 4:	BOSTON, MASSACHUSETTS 02110	
ATTORNEY DOCKET NUMBER:	2010272-0017	
NAME OF SUBMITTER:	BRIAN E. REESE	
SIGNATURE:	/Brian E. Reese/	
DATE SIGNED:	06/19/2019	
Total Attachments: 5		
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this “Security Agreement”), dated as of June 17, 2019, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of AVANTE MEZZANINE PARTNERS SBIC II, L.P. (“Avante”), 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 Note Purchase and Revolving Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented and/or modified from time to time, the “Note Purchase 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 Agent, the Lenders from time to time party thereto, the Lenders 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 Note Purchase 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 Note Purchase 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 Note Purchase 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, whether now owned or hereafter acquired or arising (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. To the extent there is any inconsistency between this Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

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 SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

[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: Carlos Pancardo

Title: Chief Financial Officer

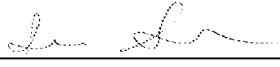
[Signature Page to Patent Security Agreement]

PATENT
REEL: 049522 FRAME: 0688

ACCEPTED AND AGREED
as of the date first above written:

**AVANTE MEZZANINE PARTNERS SBIC
II, L.P.**, as Agent

By: AVANTE MEZZANINE PARTNERS
SBIC II, LLC, its general partner

By: _____

Name: Ivelisse R. Simon
Title: Authorized Signatory

[Signature Page to Patent Security Agreement]

PATENT
REEL: 049522 FRAME: 0689

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

<u>Patents</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No./Application No.</u>
EXTENDED SHELF LIFE MICROGREEN PRODUCTS AND METHODS	San Diego Farms LLC	7/31/2014 1/23/2014	Application	20140212549 14162684
CRYSTAL COMESTIBLE PRODUCT AND METHOD OF MAKING SAME	San Diego Farms LLC	8/7/2014 2/6/2014	Application	20140220183 14/174837
CRYSTAL COMESTIBLE PRODUCT AND METHOD OF MAKING SAME	San Diego Farms LLC	3/5/2018	Application	15/912194
BEVERAGE GLASS RIM COATING ARTICLE AND METHOD	San Diego Farms LLC		Application	15904117