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PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
DEL MONTE FOODS, INC.	05/15/2020

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	10 SOUTH DEARBORN STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		

PROPERTY NUMBERS Total: 14

Property Type	Number
Patent Number:	9422103
Patent Number:	9290301
Patent Number:	9271511
Patent Number:	D745417
Patent Number:	9021884
Patent Number:	8974844
Patent Number:	8940346
Patent Number:	8765207
Patent Number:	8640546
Patent Number:	8425962
Patent Number:	8420140
Patent Number:	D657671
Patent Number:	6648163
Application Number:	16333348

CORRESPONDENCE DATA

Fax Number: (212)455-2502

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.

Phone: (212)455-3762

Email: ksolomon@stblaw.com

Correspondent Name: ALYSHA SEKHON, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/2246	
NAME OF SUBMITTER:	ALYSHA SEKHON	
SIGNATURE:	/AS/	
DATE SIGNED:	05/26/2020	

Total Attachments: 5

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of May 15, 2020 (as amended, supplemented or otherwise modified from time to time, the "Patent Security Agreement"), is made by Del Monte Foods, Inc. (the "Grantor") in favor of JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WHEREAS, Del Monte Foods, Inc. (the "Borrower") has entered into the ABL Credit Agreement, dated as of May 15, 2020 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Del Monte Food Holdings Limited ("Holdings"), the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), certain other parties and the Administrative Agent;

WHEREAS, in connection with the Credit Agreement the Grantor has entered into the ABL Guarantee and Collateral Agreement, dated as of May 15, 2020 in favor of the Administrative Agent for the benefit of the Secured Parties (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"); and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to the Administrative Agent for the ratable benefit of the Secured Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

- SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Patent Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.
- SECTION 2. Grant of Security. The Grantor hereby pledges and grants to the Administrative Agent for the ratable benefit of the Secured Parties a continuing security interest in and to all of the Grantor's right, title and interest in the Patents listed on Schedule A hereto, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations.
- SECTION 3. <u>Recordation</u>. This Patent Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents record this Patent Security Agreement.
- SECTION 4. Execution in Counterparts. This Patent Security Agreement may be executed in counterparts (and by different parties hereto on 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 of this Patent Security Agreement by telecopy or electronic transmission shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.
- SECTION 5. <u>Governing Law</u>. This Patent Security Agreement shall be construed in accordance with and governed by the law of the State of New York.

SECTION 6. <u>Conflict Provision</u>. This Patent Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Patent Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

[Remainder of page intentionally blank; signatures on following pages]

IN WITNESS WHEREOF, the undersigned have caused this Patent Security Agreement to be duly executed and delivered as of the date first above written.

Del Monte Foods, Inc.,

as Grantor

By:

Name: Greg N. Longstreet

Title: President and Chief Executive Officer

REEL: 052755 FRAME: 0606

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent

By:

Name: Anna C. Araya
Title: Executive Director

SCHEDULE A

United States Patents and Patent Applications

Owner	Patent No. or Application No.	Title	Status
Del Monte Foods, Inc.	9,422,103	Galvanic Package For Food Products	Registered
Del Monte Foods, Inc.	9,290,301	Packaging of Multiple Cups	Registered
Del Monte Foods, Inc.	9,271,511	Firming Process to Enhance Texture of Thermally Processed IQF Fruits and Vegetables	Registered
Del Monte Foods, Inc.	D745417	Cans	Registered
Del Monte Foods, Inc.	9,021,884	Sensor for High Pressure Processing of Articles	Registered
Del Monte Foods, Inc.	8,974,844	Methods for Sterilizing, Stabilizing and Packaging Harvested Produce	Registered
Del Monte Foods, Inc.	8,940,346	Infrared Based Peeling Of Fruits And Vegetables	Registered
Del Monte Foods, Inc.	8,765,207	Fruit Product Containing Sugar Alcohol	Registered
Del Monte Foods, Inc.	8,640,546	Sensor For High Pressure Processing Of Articles	Registered
Del Monte Foods, Inc.	8,425,962	Fruit and Vegetable Preservation Process	Registered
Del Monte Foods, Inc.	8,420,140	Galvanic Package For Fruits And Vegetables And Preservation Method	Registered
Del Monte Foods, Inc.	D657671	Strainer Overcap	Registered
Del Monte Foods, Inc.	6,648,163	Package Having Cup With Beveled Sealing Flange	Registered
Del Monte Foods, Inc.	16333348	Use of Sodium Bisulfate in Shelf Stable Ready-to-Eat Combinations of Fruit, Vegetable, and/or High β-Glucan Cereals	Pending

[Schedule to Patent Security Agreement]

PATENT REEL: 052755 FRAME: 0608

RECORDED: 05/26/2020