

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6441524

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	SAN DIEGO FARMS LLC	12/01/2020
RECEIVING PARTY DATA		
Name:	EAST WEST BANK	
Street Address:	125 N. LOS ROBLES AVENUE, 3RD FLOOR	
City:	PASADENA	
State/Country:	CALIFORNIA	
Postal Code:	91101	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Patent Number:	10736446	
Application Number:	14162684	
Application Number:	14174837	
Application Number:	15912194	
CORRESPONDENCE DATA		
Fax Number:	(312)577-4565	
<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:	312-577-8265	
Email:	kristin.brozovic@katten.com	
Correspondent Name:	KRISTIN BROZOVIC C/O KATTEN	
Address Line 1:	525 W MONROE ST	
Address Line 4:	CHICAGO, ILLINOIS 60661	
ATTORNEY DOCKET NUMBER:	332779-67	
NAME OF SUBMITTER:	KRISTIN BROZOVIC	
SIGNATURE:	/Kristin Brozovic/	
DATE SIGNED:	12/09/2020	
Total Attachments: 5		
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Security Agreement"), dated as of December 1, 2020, is made by SAN DIEGO FARMS LLC, a Delaware limited liability company ("Grantor"), in favor of EAST WEST BANK ("Lender").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement (Main Street Priority Loan Facility), dated as of even date herewith (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among Grantor, as the Borrower, San Diego Farms Holdings LLC, a Delaware limited liability company ("Holdings"), and Lender, the Lender has severally agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is party to that certain Guaranty and Security Agreement of even date herewith by and among Grantor, Holdings, GSB Management Company, LLC, Gourmet Sweet Botanicals, LLC, and the other "Grantors" (as defined therein) from time to time party thereto in favor of Lender (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"); and

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

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement and to induce the Lender to make its extensions of credit to Grantor thereunder, Grantor hereby agrees with Lender 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. 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, hereby pledges to Lender, and grants to Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of 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 Lender pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and

remedies of Lender 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. Grantor hereby agrees that, anything herein to the contrary notwithstanding, 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, 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

ACCEPTED AND AGREED
as of the date first above written:

EAST WEST BANK, as Lender

By: 
Name: David Ligon
Title: Managing Director

[Signature Page to Patent Security Agreement]

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

<u>Patents</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Patent No.</u>
BEVERAGE GLASS RIM COATING ARTICLE AND METHOD	San Diego Farms LLC	02/23/2018	Patented Case	10736446

Patent Applications

<u>Patents</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Application No.</u>
EXTENDED SHELF LIFE MICROGREEN PRODUCTS AND METHODS	San Diego Farms LLC	01/23/2014	Notice of Appeal Filed	14162684
CRYSTAL COMESTIBLE PRODUCT AND METHOD OF MAKING SAME	San Diego Farms LLC	02/06/2014	Abandoned	14174837
CRYSTAL COMESTIBLE PRODUCT AND METHOD OF MAKING SAME	San Diego Farms LLC	03/05/2018	Notice of Appeal Filed	15912194