

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6467093

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
ROSE ACRE FARMS, INC.	12/23/2020

**RECEIVING PARTY DATA**

<b>Name:</b>	COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH, AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	245 PARK AVENUE
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10167

**PROPERTY NUMBERS Total: 16**

Property Type	Number
Patent Number:	7713562
Patent Number:	10130078
Patent Number:	9307747
Patent Number:	10104872
Patent Number:	9538731
Patent Number:	10779513
Patent Number:	9504234
Patent Number:	10375935
Patent Number:	10575502
Patent Number:	9723818
Patent Number:	10064712
Patent Number:	10412936
Application Number:	16921809
Application Number:	14530800
Application Number:	15203650
Application Number:	15625806

**CORRESPONDENCE DATA**

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

**PATENT**

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** (678) 553-2288  
**Email:** madrinc@gtlaw.com  
**Correspondent Name:** CHRISTINA MADRIN  
**Address Line 1:** 3333 PIEDMONT ROAD NE, SUITE 2500  
**Address Line 4:** ATLANTA, GEORGIA 30305

<b>ATTORNEY DOCKET NUMBER:</b>	123235.013100
<b>NAME OF SUBMITTER:</b>	CHRISTINA MADRIN
<b>SIGNATURE:</b>	/Christina Madrin/
<b>DATE SIGNED:</b>	12/23/2020
	This document serves as an Oath/Declaration (37 CFR 1.63).

**Total Attachments: 7**

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## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "*Patent Security Agreement*") dated as of December 23, 2020, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually "*Grantor*"), and COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH ("*Rabobank*"), in its capacity as administrative agent (together with its permitted successors and assigns, "*Administrative Agent*") for the Secured Parties.

### W I T N E S S E T H:

WHEREAS, Rose Acre Farms, Inc., an Indiana corporation, as borrower ("*Borrower*"), the various financial institutions party thereto as a lender (each a "*Lender*", and collectively, the "*Lenders*"), and Administrative Agent have entered into that certain Fourth Amended and Restated Credit Agreement dated as of December 23, 2020 (as amended, restated, extended, supplemented, or otherwise modified from time to time, the "*Credit Agreement*"); and

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to Borrower and the other Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Third Amended and Restated Pledge and Security Agreement dated as of December 23, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the "*Security Agreement*"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants, collaterally assigns, and pledges to Administrative Agent, for the ratable benefit of the Secured Parties, a Security Interest in all of such Grantor's right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "*Patent Collateral*"):

- (a) all of such Grantor's Patents, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured

Obligations, other than Excluded Swap Obligations with respect to any Grantor, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain ownership of rights to any new patentable inventions or become entitled to the benefit of any U.S. patent application or U.S. issued patent for (including any reissue, division, or continuation, of any patent), the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent within such time limit set forth in the Security Agreement with respect to any new patent application filed with the U.S. Patent and Trademark Office, provided that such Grantor shall not be required to disclose the exact name of the patent until such patent application becomes public record with the U.S. Patent and Trademark Office. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new patent applications of Grantors. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate, or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Patent Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.


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IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be duly executed and delivered by its officer or officers thereunto duly authorized as of the date first above written.

**GRANTOR:**


**ROSE ACRE FARMS, INC.**

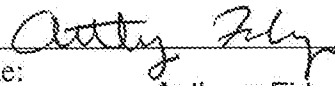
By:

  
Name: *MARCUS AUST*  
Title: *CEO*

**ACKNOWLEDGED AND  
AGREED:**

**COÖPERATIEVE RABOBANK U.A., NEW  
YORK BRANCH, as Administrative Agent**

By:   
Name: Eric Kopyowski  
Title: Managing Director

By:   
Name: Anthony Fianza  
Title: Vice President

**SCHEDULE I**

to

**PATENT SECURITY AGREEMENT**

**Patent Registrations**

<b>Grantor</b>	<b>Country</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Patent</b>
Rose Acre Farms, Inc.	United States of America	7,713,562	11-May-2010	ANIMAL FEED AND METHODS FOR REDUCING AMMONIA AND PHOSPHORUS LEVELS IN MANURE
Rose Acre Farms, Inc.	United States of America	10,130,078	20-Nov-2018	AVIARY CAGE WITH EGG AND MANURE REMOVAL SYSTEM AND METHOD FOR CONSTRUCTING SAME
Rose Acre Farms, Inc.	United States of America	9,307,747	12-Apr-2016	AVIARY CAGE
Rose Acre Farms, Inc.	United States of America	10,104,872	23-Oct-2018	CAGE-FREE AVIARY
Rose Acre Farms, Inc.	United States of America	9,538,731	10-Jan-2017	AVIARY CAGE WITH MANURE REMOVAL SYSTEM AND METHOD FOR CONSTRUCTING THE SAME
Rose Acre Farms, Inc.	United States of America	10,779,513	22-Sep-2020	AVIARY BUILDING CONSTRUCTION SYSTEM AND METHOD

Rose Acre Farms, Inc.	United States of America	9,504,234	29-Nov-2016	EGG SAVING PERCH AND METHOD
Rose Acre Farms, Inc.	United States of America	10,375,935	13-Aug-2019	AVIARY WALKWAY AND VENTILATION SYSTEM AND METHOD OF CIRCULATING AIR IN AN AVIARY
Rose Acre Farms, Inc.	United States of America	10,575,502	03-Mar-2020	AVIARY WALKWAY AND VENTILATION SYSTEM AND METHOD OF CIRCULATING AIR IN AN AVIARY
Rose Acre Farms, Inc.	United States of America	9,723,818	08-Aug-2017	AVIARY CAGE WITH ADJUSTABLE BALCONY
Rose Acre Farms, Inc.	United States of America	10,064,712	04-Sep-2018	AVIAN BEAK TRIMMING DEVICE
Rose Acre Farms, Inc.	United States of America	10,412,936	17-Sep-2019	RESILIENT PLATFORM

**Patent Applications**

<b>Grantor</b>	<b>Country</b>	<b>Application Serial No.</b>	<b>Application Filing Date</b>	<b>Patent Application</b>
Rose Acre Farms, Inc.	United States of America	16/921,809	06-Jul-2020	System and Method For Egg Handling
Rose Acre Farms, Inc.	United States of America	14/530,800	02-Nov-2014	AVIARY VENTILATION SYSTEM AND METHOD



Rose Acre Farms, Inc.	United States of America	15/203,650	06-Jul-2016	WALKWAY AND WALKWAY SYSTEM FOR AN AVIARY
Rose Acre Farms, Inc.	United States of America	15/625,806	30-Jun-2017	AVIARY SYSTEM AND METHOD OF CIRCULATING LITTER IN AN AVIARY

PATENT SECURITY AGREEMENT

**RECORDED: 12/23/2020**

**PATENT  
REEL: 054740 FRAME: 0856**