

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6851721

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
DOLE FOOD COMPANY, INC.	08/03/2021
DOLE FRESH VEGETABLES, INC.	08/03/2021

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 25

Property Type	Number
Patent Number:	7559275
Patent Number:	8322275
Patent Number:	8074365
Patent Number:	7585208
Patent Number:	8140397
Patent Number:	8549996
Patent Number:	8282974
Patent Number:	8697164
Patent Number:	8312701
Patent Number:	10793304
Patent Number:	9078468
Patent Number:	8631635
Patent Number:	9125427
Patent Number:	9072225
Patent Number:	7763299
Patent Number:	9486008
Patent Number:	9307785
Patent Number:	9565801
Patent Number:	10993448

PATENT

Property Type	Number
Patent Number:	9668513
Patent Number:	9861037
Patent Number:	7861415
Patent Number:	7690512
Application Number:	10871846
Application Number:	12215534

CORRESPONDENCE DATA

Fax Number: (800)914-4240
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: 800-713-0755
Email: Michael.Violet@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:	DORIS KA
SIGNATURE:	/Doris Ka/
DATE SIGNED:	08/06/2021

Total Attachments: 7
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of August 3, 2021 (this "Patent Security Agreement"), is made by each of the signatories identified on the signature pages hereto as a "Grantor" (collectively, the "Grantors"), is in favor of COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH, in its capacity as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, reference is made to that certain Credit Agreement, dated as of March 26, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TOTAL PRODUCE PLC, TOTAL PRODUCE INTERNATIONAL HOLDINGS LIMITED, TOTAL PRODUCE IRELAND LIMITED, TOTAL PRODUCE INTERNATIONAL LIMITED, TOTAL PRODUCE C HOLDINGS LIMITED, TPH (UK) LIMITED, NORDIC FRUIT HOLDING AB, TOTAL PRODUCE USA HOLDINGS INC., TOTAL PRODUCE HOLDINGS B.V., and TOTAL PRODUCE NORDIC A/S (collectively, the "Borrowers"), certain other parties party thereto from time to time, the Lenders party thereto from time to time, COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH, as Revolving Administrative Agent, the Collateral Agent and BANK OF AMERICA, N.A., as Term Administrative Agent;

WHEREAS, in connection with the Credit Agreement, and pursuant to that certain Assumption Agreement (Security Agreement), dated as of the date hereof, the Grantors have been made party to that certain Security Agreement dated as of March 26, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver this Patent Security Agreement.

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

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein shall have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Grantor hereby pledges and grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in and to all of the following property, in each case, wherever located and whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, other than Excluded Assets (collectively, the "Patent Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(a) all Patents owned by such Grantor, including, without limitation, the registered and applied-for Patents of such Grantor listed on Schedule I attached hereto; and

(b) to the extent not included in clause (a), all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above, the term Patent Collateral shall not include, and this Patent Security Agreement shall not constitute a grant of a security interest in, any Excluded Assets.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in furtherance, and not in limitation, of the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents 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. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 4. Termination. The term of this Patent Security Agreement shall be coterminous with the Security Agreement.


SECTION 5. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Patent Security Agreement may be executed by one or more of the parties to this Patent Security Agreement on any number of separate counterparts (including by telecopy or other electronic transmission (including by “.pdf” or “.tif”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Patent Security Agreement by facsimile transmission or other electronic transmission (including by “.pdf” or “.tif”) shall be as effective as delivery of a manually signed original.

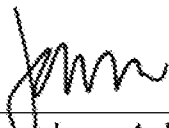
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IN WITNESS WHEREOF, each Grantor has caused this PATENT SECURITY AGREEMENT to be executed and delivered by its duly authorized signatory as of the date first above written.

DOLE FOOD COMPANY, INC., as a Grantor

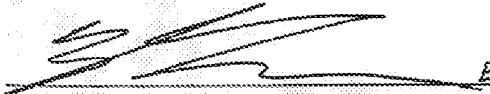
By: 
Name: James A. Despain
Title: Treasurer

DOLE FRESH VEGETABLES, INC., as a Grantor

By: 
Name: James A. Despain
Title: Treasurer

Accepted and Agreed:

COÖPERATIEVE RABOBANK U.A., NEW
YORK BRANCH, as Collateral Agent

By:  Eric Hurshman
Title: Managing Director

By:  Terney Seidel
Title: Vice President

[Signature Page to Patent Security Agreement]

PATENT
REEL: 057108 FRAME: 0644

**SCHEDULE I
to
PATENT SECURITY AGREEMENT**

UNITED STATES REGISTERED PATENTS AND PATENT APPLICATIONS

United States Issued Patents and Patent Applications:

Title	Patent No. (Application Number)	Issue Date (Date Filed)
TOP AND TAIL TRIMMING SYSTEM FOR LEAFY VEGETABLES	7559275	Jul 14, 2009
TOP AND TAIL SYSTEM FOR LEAFY VEGETABLES	8322275	Dec 4, 2012
LETTUCE HARVESTING FOR CUP-SHAPED PORTIONS OF HEADS	8074365	Dec 13, 2011
BAFFLE PLATE ASSEMBLY FOR DIRECTING AIR FLOW IN A CARGO CONTAINER	7585208	Sep 8, 2009
SYSTEM AND METHOD FOR MONITORING PRODUCTION OF AGRICULTURAL PRODUCTS	8140397	Mar 20, 2012
SYSTEM FOR TOPPING AND TAILING LETTUCE HEADS USING A CAMERA-GUIDED SERVO-CONTROLLED WATER KNIFE	8549996	Oct 8, 2013
PINEAPPLE PLANT NAMED P-1972	USPP16396P3 Serial No. 10871846	Mar 28, 2006
PINEAPPLE PLANT NAMED DOLE-14	USPP20885P3 Serial No. 12215534	Mar 23, 2010
Tandem use of catholyte and anolyte to clean and sanitize fruit and vegetables	8282974	Oct 9, 2012
COMMERCIAL LETTUCE PACKAGING IN THE FIELD	8697164	Apr 15, 2014
DECORING MECHANISM WITH MECHANIZED HARVESTER	8312701	Nov 20, 2012

A HIGH-FLOW, LOW-VELOCITY GAS FLUSHING SYSTEM ...	10793304	Oct 6, 2020
LEAF REMOVAL APPARATUS	9078468	Jul 14, 2015
DECORING MECHANISM WITH MECHANIZED HARVESTER	8631635	Jan 21, 2014
METHOD FOR SANITIZING FRESH PRODUCE	9125427	Sep 8, 2015
Method of harvesting and decoring produce using a mechanical harvester	9072225	Jul 7, 2015
METHOD FOR PROCESSING VEGETABLES HAVING CORE AND LEAFY ENDS	7763299	Jul 27, 2010
SYSTEM FOR TOPPING AND TAILING LETTUCE HEADS USING A CAMERA-GUIDED SERVO-CONTROLLED WATER KNIFE	9486008	Nov 8, 2016
METHOD OF USING LEAF REMOVAL APPARATUS	9307785	Apr 12, 2016
DECORING MECHANISM WITH MECHANIZED HARVESTER	9565801	Feb 14, 2017
METHOD FOR SANITIZING FRESH PRODUCE	10,993,448	May 4, 2021
LEAF REMOVAL APPARATUS AND METHODS OF USE	9668513	Jun 6, 2017
MECHANICAL PRODUCE HARVESTER WITH GATHERING BELTS	9861037	Jan 9, 2018
LETTUCE HARVESTING FOR CUP-SHAPED PORTIONS OF HEADS	7861415	Jan 4, 2011
SYSTEM AND METHOD FOR PROCESSING SHREDDED VEGETABLES	7690512	Apr 6, 2010