

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT (1ST LIEN)
CONVEYING PARTY DATA	
Name	Execution Date
JAVO BEVERAGE COMPANY, INC.	08/22/2022
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
Street Address:	NY1-C413, 4 CHASE METROTECH CENTER
City:	BROOKLYN
State/Country:	NEW YORK
Postal Code:	11245-0001
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	10399006
Patent Number:	10112124
Patent Number:	10335712
Patent Number:	9855516
Patent Number:	10130898
Patent Number:	10207200
Patent Number:	10293275
Application Number:	17711970
Application Number:	16732175
CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<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>	
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ATTORNEY DOCKET NUMBER:	509265/2358
NAME OF SUBMITTER:	J. JASON MULL

SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	08/22/2022
Total Attachments: 4 source=Project Osborne - First Lien Patent Security Agreement (Javo) [Executed]#page1.tif source=Project Osborne - First Lien Patent Security Agreement (Javo) [Executed]#page2.tif source=Project Osborne - First Lien Patent Security Agreement (Javo) [Executed]#page3.tif source=Project Osborne - First Lien Patent Security Agreement (Javo) [Executed]#page4.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of August 22, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Patent Security Agreement*”), is made by the Person listed on the signature pages hereof (the “*Pledgor*”) in favor of JPMorgan Chase Bank, N.A., as collateral agent (together with its permitted successors in such capacity, the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, FLORIDA FOOD PRODUCTS, LLC, a Florida limited liability company (the “*Borrower*”), has entered into that certain First Lien Credit Agreement, dated as of October 18, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with FLORIDA FOOD HOLDING CORP., a Delaware corporation (“*Holdings*”), JPMORGAN CHASE BANK, N.A., as the Administrative Agent and Collateral Agent and as the Swingline Lender (as defined in the Credit Agreement), and the Lenders and L/C Issuers (each as defined in the Credit Agreement) party thereto;

WHEREAS, the Pledgor is party to that certain First Lien Pledge and Security Agreement, dated as of October 18, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”; capitalized terms used and not defined herein have the respective meanings assigned thereto in the Security Agreement or the Credit Agreement, as applicable), by the Borrower, Holdings, the Pledgor and each of the other grantors party thereto from time to time in favor of the Collateral Agent; and

WHEREAS, pursuant to the Security Agreement, the Pledgor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, all Patents of the Pledgor, and has agreed as a condition thereof to execute this Patent Security Agreement for recording with the USPTO.

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

Section 1. Grant of Security. The Pledgor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Pledgor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired (the “*Collateral*”):

- (a) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);
- (b) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Pledgor accruing thereunder or pertaining thereto;
- (c) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (d) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (a) through (d), the security interest created hereby shall not extend to, and the term “Collateral” shall not include Excluded Assets.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by the Pledgor under this Patent Security Agreement secures the prompt and complete payment or performance, as the case may be, in full when due of the Secured Obligations of such Pledgor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this Patent Security Agreement secures, as to the Pledgor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Pledgor to any Secured Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

Section 3. Recordation. The Pledgor 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 any number of counterparts (and by different parties hereto in different counterparts), each of which shall be deemed an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile, scan, photograph or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. The words “execution”, “signed”, “signature”, “delivery” and words of like import in or relating to this Patent Security Agreement or in any amendment or other modification hereof or thereof (including waivers and consents) shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

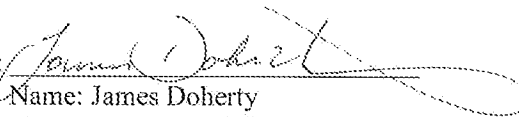
Section 5. Grants, Rights and Remedies. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Patent Security Agreement Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

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

JAVO BEVERAGE COMPANY, INC.

By: 
Name: James Doherty
Title: Secretary and Treasurer

Schedule A
to the Patent Security Agreement

Patents

Title	Application Number	Patent Number	Owner
Catalyzing pressure wave extraction method and apparatus	15/057440	10399006	Javo Beverage Company, Inc.
Poly-grain grind matrix of raw materials for use with an extraction column	15/072334	10112124	Javo Beverage Company, Inc.
Method using pressure gradient profiling in an extraction column	15/072343	10335712	Javo Beverage Company, Inc.
Flow governor and limiter disc assembly in an extraction column	15/072337	9855516	Javo Beverage Company, Inc.
Method for restructuring solvent for extraction purposes	15/072933	10130898	Javo Beverage Company, Inc.
Method of extracting a compound from an extractable material using an extraction column	15/073545	10207200	Javo Beverage Company, Inc.
Method of making and using a poly-grain grind matrix of raw materials	15/927955	10293275	Javo Beverage Company, Inc.

Patent Applications

Title	Application Number	Owner
Method using pressure gradient profiling in an extraction column	17/711970	Javo Beverage Company, Inc.
Nanowave extradiction method and apparatus	16/732175	Javo Beverage Company, Inc.