

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8231021

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	GRANT OF PATENT SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	WEST PAK AVOCADO, LLC	10/06/2023
RECEIVING PARTY DATA		
Name:	CITY NATIONAL BANK, AS ADMINISTRATIVE AGENT	
Street Address:	555 SOUTH FLOWER STREET, 20TH FLOOR	
City:	LOS ANGELES	
State/Country:	CALIFORNIA	
Postal Code:	90071	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	11488106
CORRESPONDENCE DATA		
Fax Number:	(213)891-8763	
<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>		
Email:	rhonda.deleon@lw.com	
Correspondent Name:	LATHAM & WATKINS LLP	
Address Line 1:	355 SOUTH GRAND AVENUE	
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560	
ATTORNEY DOCKET NUMBER:	061700-0140	
NAME OF SUBMITTER:	RHONDA DELEON	
SIGNATURE:	/RHONDA DELEON/	
DATE SIGNED:	10/19/2023	
Total Attachments: 5		
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GRANT OF PATENT SECURITY INTEREST

WHEREAS, WEST PAK AVOCADO, LLC, a Texas limited liability company, located at 4039 Rock Quarry Road, Dallas, TX 75211 (**“Grantor”**), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

WHEREAS, West Pak Avocado, Inc., a California corporation, and Grantor (collectively, the **“Borrowers”**), have entered into a Credit Agreement, dated as of October 6, 2023 (as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, the **“Credit Agreement”**), with the financial institutions party thereto from time to time (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the **“Lenders”**), and City National Bank, as Administrative Agent for the Lenders (in such capacity, the **“Administrative Agent”**) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Borrowers; and

WHEREAS, the Borrowers and their respective subsidiaries may from time to time enter, or may from time to time have entered, into one or more Secured Cash Management Agreements (as defined in the Credit Agreement) or Secured Hedge Agreements (as defined in the Credit Agreement) in accordance with the terms of the Credit Agreement; and

WHEREAS, pursuant to the terms of a Collateral Agreement, dated as of October 6, 2023 (as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, the **“Collateral Agreement”**), among Grantor, the Administrative Agent and the other grantors named therein, Grantor has created in favor of the Administrative Agent a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Patent Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Collateral Agreement, to evidence further the security interest granted by Grantor to the Administrative Agent pursuant to the Collateral Agreement, Grantor hereby grants to the Administrative Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the **“Patent Collateral”**):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto), all rights (but not obligations) corresponding thereto to sue for past, present and

future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Administrative Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term "proceeds" includes whatever is receivable or received when Patent Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Grant of Patent Security Interest may be executed in counterparts, each of which shall be an original, but all of which taken together shall constitute the same instrument. Delivery of an executed counterpart of this Grant of Patent Security Interest by facsimile or pdf shall constitute an original for purposes hereof. The words "execution," "signed," "signature," and words of like import in this Grant of Patent Security Interest shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature 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.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 6th day of October, 2023.

WEST PAK AVOCADO, LLC

By 

Name: Mario Pacheco

Title: President

[Signature Page to Grant of Patent Security Interest]

PATENT
REEL: 065692 FRAME: 0885

CITY NATIONAL BANK,
as the Administrative Agent

By: 
Name: Theresa Wong
Title: Senior Vice President

[Signature Page to Grant of Patent Security Interest]

PATENT
REEL: 065692 FRAME: 0886

**SCHEDULE A
TO
GRANT OF PATENT SECURITY INTEREST**

Patents Issued:

Patent No.	Issue Date	Invention	Inventor(s)
11488106	2022-11-01	SUPPLY CHAIN MANAGEMENT SYSTEM AND METHOD	West Pak Avocado, LLC

Patents Pending:

None.