

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI200151

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BOLTHOUSE JUICE PRODUCTS, LLC	04/29/2024
EVOLUTION FRESH, LLC	04/29/2024
FRESH LOGISTICS, LLC	04/29/2024
WM. BOLTHOUSE FARMS, INC.	04/29/2024
RECEIVING PARTY DATA	
Company Name:	BANK OF AMERICA, N.A., as Collateral Agent
Street Address:	1950 N Stemmons Fwy
Internal Address:	TX1-160-06-02
City:	Dallas
State/Country:	TEXAS
Postal Code:	75207
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	D830187
Patent Number:	D815952
Patent Number:	D777037
CORRESPONDENCE DATA	
Fax Number:	7043311159
<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:	(704)331-1000
Email:	pto_tmconfirmation@mvalaw.com,maryelizabethzaldivar@mvalaw.com
Correspondent Name:	John Slaughter
Address Line 1:	Moore & Van Allen PLLC
Address Line 2:	100 North Tryon Street, Suite 4700
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4003
ATTORNEY DOCKET NUMBER:	017625.005192
NAME OF SUBMITTER:	Mary Zaldivar
SIGNATURE:	Mary Zaldivar
DATE SIGNED:	04/30/2024

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated April 29, 2024, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of BANK OF AMERICA, N.A. (“BOFA”) as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, GENERIS BUYER, INC., a Delaware corporation (the “Borrower”), GENERIS FARMS INTERMEDIATE, INC., a Delaware corporation (“Holdings”), each Guarantor from time to time party thereto, BOFA, as administrative agent (in such capacity, and together with its successors and permitted assigns, the “Administrative Agent”), collateral agent (in such capacity, and together with its successors and permitted assigns, the “Collateral Agent”), swing line lender and an L/C issuer, each Lender from time to time party thereto and the other parties thereto have entered into the Credit Agreement dated as of April 29, 2024 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

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

SECTION 1. Grant of Security. Each Grantor hereby 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 the following (the “Collateral”):

- (a) the issued and pending Patents (as defined in the Security Agreement) in the United States Patent and Trademark Office set forth in Schedule A hereto;
- (b) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule B hereto (excluding any Excluded Property); and

(c) the registered Copyrights (as defined in the Security Agreement) in the United States Copyright Office set forth in Schedule C hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office, as applicable. Each Grantor authorizes and requests that the Register of Copyrights, Commissioner for Patents and the Commissioner for Trademarks, as applicable, record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor 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 IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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

BOLTHOUSE JUICE PRODUCTS, LLC
EVOLUTION FRESH, LLC
FRESH LOGISTICS, LLC
WM. BOLTHOUSE FARMS, INC.,
each as Initial Grantor

By: 

Name: Mike Rosenthal

Title: Chief Financial Officer

BANK OF AMERICA, N.A.,
as Collateral Agent

By: _____

Name:

Erik M. Truette

Title:

Vice President

SCHEDULE A

U.S. PATENTS

Title	Status	Country	Application Number	Application Date	Patent Number	Patent Date	Owner
Bottle	Granted	United States	US 29/608889	2017-06-27	D830187	2018-10-09	WM. BOLTHOUSE FARMS, INC.
Bottle	Granted	United States	US 29/579526	2016-09-30	D815952	2018-04-24	WM. BOLTHOUSE FARMS, INC.
Bottle	Granted	United States	US 29/520701	2015-03-17	D777037	2017-01-24	WM. BOLTHOUSE FARMS, INC.

U.S. PATENT APPLICATIONS

None.

SCHEDULE B

U.S. TRADEMARK REGISTRATIONS

Mark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner
CELERY GLOW	REGISTERED	88326243	05-MAR-2019	5916778	19-NOV-2019	EVOLUTION FRESH, INC.
CUCUMBER GLOW	REGISTERED	88895948	30-APR-2020	6235490	29-DEC-2020	EVOLUTION FRESH, INC.
DEFENSE UP	REGISTERED	85752346	12-OCT-2012	4614336	30-SEP-2014	EVOLUTION FRESH, INC.
ESSENTIAL GREENS	REGISTERED	77778037	09-JUL-2009	4030281	27-SEP-2011	EVOLUTION FRESH, INC.
EVOLUTION FRESH	REGISTERED	86185612	06-FEB-2014	4612977	30-SEP-2014	EVOLUTION FRESH, INC.
EVOLUTION FRESH	REGISTERED	85732459	19-SEP-2012	4635083	11-NOV-2014	EVOLUTION FRESH, INC.
EVOLUTION FRESH	REGISTERED	85731331	18-SEP-2012	4951604	03-MAY-2016	EVOLUTION FRESH, INC.
EVOLUTION FRESH	REGISTERED	85616927	04-MAY-2012	4766690	07-JUL-2015	EVOLUTION FRESH, INC.
RUBY ROOTS	REGISTERED	88460423	05-JUN-2019	6246390	12-JAN-2021	EVOLUTION FRESH, INC.
FRESH LOGISTICS	REGISTERED	78721033	27-SEP-	3295131	18-SEP-	FRESH LOGISTICS,

Mark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner
			2005		2007	LLC
FRESHLOGISTICS and Design	REGISTERED	78736921	20-OCT-2005	3220790	20-MAR-2007	FRESH LOGISTICS, LLC
AMAZING MANGO	REGISTERED	77406488	26-FEB-2008	3584377	03-MAR-2009	WM. BOLTHOUSE FARMS, INC.
B SINCE 1915 and Design	REGISTERED	85593354	10-APR-2012	4502239	25-MAR-2014	WM. BOLTHOUSE FARMS, INC.
BERRY BOOST	REGISTERED	85911287	22-APR-2013	4643336	25-NOV-2014	WM. BOLTHOUSE FARMS, INC.
BLUE GOODNESS	REGISTERED	78478574	03-SEP-2004	3213920	27-FEB-2007	WM. BOLTHOUSE FARMS, INC.
BOLTHOUSE	REGISTERED	85629796	18-MAY-2012	4246086	20-NOV-2012	WM. BOLTHOUSE FARMS, INC.
BOLTHOUSE	REGISTERED	77143469	29-MAR-2007	3439232	03-JUN-2008	WM. BOLTHOUSE FARMS, INC.
BOLTHOUSE FARMS and Design	REGISTERED	87980756	06-DEC-2017	5771286	04-JUN-2019	WM. BOLTHOUSE FARMS, INC.
BOLTHOUSE FARMS	REGISTERED	87150900	25-AUG-2016	5551380	28-AUG-2018	WM. BOLTHOUSE FARMS, INC.
BOLTHOUSE FARMS and Design	REGISTERED	87127866	04-AUG-2016	5381618	16-JAN-2018	WM. BOLTHOUSE FARMS, INC.
BOLTHOUSE FARMS	REGISTERED	87113362	22-JUL-	5351491	05-DEC-	WM. BOLTHOUSE

Mark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner
			2016		2017	FARMS, INC.
BOLTHOUSE FARMS	REGISTERED	85629790	18-MAY-2012	4254083	04-DEC-2012	WM. BOLTHOUSE FARMS, INC.
BOLTHOUSE FARMS	REGISTERED	78209338	31-JAN-2003	2934040	15-MAR-2005	WM. BOLTHOUSE FARMS, INC.
BOLTHOUSE FARMS	REGISTERED	78209150	30-JAN-2003	2871484	10-AUG-2004	WM. BOLTHOUSE FARMS, INC.
BOLTHOUSE FARMS B BALANCED	REGISTERED	87663043	27-OCT-2017	5526375	24-JUL-2018	WM. BOLTHOUSE FARMS, INC.
BOLTHOUSE FARMS B STRONG	REGISTERED	87663035	27-OCT-2017	5572034	25-SEP-2018	WM. BOLTHOUSE FARMS, INC.
BOLTHOUSE FARMS BOLTS	REGISTERED	88530828	23-JUL-2019	7062317	23-MAY-2023	WM. BOLTHOUSE FARMS, INC.
BOLTHOUSE FARMS C-BOOST	REGISTERED	86670516	22-JUN-2015	4870843	15-DEC-2015	WM. BOLTHOUSE FARMS, INC.
BOLTHOUSE FARMS MULTI-V GOODNESS	REGISTERED	85817649	08-JAN-2013	4621760	14-OCT-2014	WM. BOLTHOUSE FARMS, INC.
BOLTHOUSE FARMS PROTEIN KETO	REGISTERED	88611378	10-SEP-2019	6798204	19-JUL-2022	WM. BOLTHOUSE FARMS, INC.
GREEN GOODNESS	REGISTERED	78311026	08-OCT-2003	2940918	12-APR-2005	WM. BOLTHOUSE FARMS, INC.
PERFECTLY PROTEIN	REGISTERED	78736810	20-OCT-	3287016	28-AUG-	WM. BOLTHOUSE

Mark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner
			2005		2007	FARMS, INC.
PERFECTLY PROTEIN	REGISTERED	78311018	08-OCT-2003	3130549	15-AUG-2006	WM. BOLTHOUSE FARMS, INC.
PROTEIN PLUS	REGISTERED	85645932	07-JUN-2012	4277340	15-JAN-2013	WM. BOLTHOUSE FARMS, INC.
RED GOODNESS	REGISTERED	90726603	21-MAY-2021	6853877	20-SEP-2022	WM. BOLTHOUSE FARMS, INC.
THE FUTURE OF MILK	REGISTERED	87605101	12-SEP-2017	5618675	27-NOV-2018	WM. BOLTHOUSE FARMS, INC.
VEDGE	REGISTERED	76387963	28-MAR-2002	2835112	20-APR-2004	WM. BOLTHOUSE FARMS, INC.
WM. BOLTHOUSE FARMS and Design	REGISTERED	74185851	17-JUL-1991	1700694	14-JUL-1992	WM. BOLTHOUSE FARMS, INC.
WM. BOLTHOUSE FARMS	REGISTERED	74015335	02-JAN-1990	1644819	14-MAY-1991	WM. BOLTHOUSE FARMS, INC.

U.S. TRADEMARK APPLICATIONS

Mark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner
BOLTHOUSE FARMS	PENDING	98263230	09-NOV-2023			WM. BOLTHOUSE FARMS, INC.

Mark ¹	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner
A FRESH TAKE ON SODA	PENDING ITU	98303799	12/07/2023			EVOLUTION FRESH, INC.
EVOLUTION NXT	PENDING ITU	97713798	12/12/2022			EVOLUTION FRESH, INC.
EVOLUTION NEXT	PENDING ITU	97713793	12/12/2022			EVOLUTION FRESH, INC.
EVOLUTION FRESH	PENDING ITU	97640247	10/20/2022			EVOLUTION FRESH, INC.
GENEROUS BY NATURE	PENDING ITU	98432154	03/04/2024			WM. BOLTHOUSE FARMS, INC.
BOLTHOUSE FRESH	PENDING ITU	98303804	12/07/2023			WM. BOLTHOUSE FARMS, INC.
BOLTHOUSE FARMS	PENDING ITU	98263227	11/09/2023			WM. BOLTHOUSE FARMS, INC.

¹ With respect to each trademark application below, the Grantor and the Collateral Agent acknowledged and agreed that Excluded Property includes any intent-to-use trademark application in the United States prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment, or enforcement of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable Federal law.

BOLTHOUSE FARMS (Stylized)	PENDING ITU	98263220	11/09/2023			WM. BOLTHOUSE FARMS, INC.
A FRESH TAKE ON SODA	PENDING ITU	98248644	10/31/2023			WM. BOLTHOUSE FARMS, INC.
BOLTHOUSE FOODS	PENDING ITU	98054209	06/22/2023			WM. BOLTHOUSE FARMS, INC.
BOLTHOUSE FRESH FOODS	PENDING ITU	98054208	06/22/2023			WM. BOLTHOUSE FARMS, INC.
GXN	PENDING ITU	98009453	05/23/2023			WM. BOLTHOUSE FARMS, INC.
GENEROUS X NATURE	PENDING ITU	98009448	05/23/2023			WM. BOLTHOUSE FARMS, INC.
GENEROUS BY NATURE	PENDING ITU	97884679	04/12/2023			WM. BOLTHOUSE FARMS, INC.
GENEROUS FOODS	PENDING ITU	97884671	04/12/2023			WM. BOLTHOUSE FARMS, INC.
GENEROUS BEVERAGES	PENDING ITU	97697161	11/30/2022			WM. BOLTHOUSE FARMS, INC.
GENEROUS BRANDS	PENDING ITU	97697160	11/30/2022			WM. BOLTHOUSE FARMS, INC.
GENEROUS FOODS	PENDING ITU	97697159	11/30/2022			WM. BOLTHOUSE FARMS, INC.
BOLTHOUSE FARMS	PENDING ITU	97629356	10/12/2022			WM. BOLTHOUSE FARMS, INC.

YELLOW GOODNESS	PENDING ITU	97600022	09/21/2022			WM. BOLTHOUSE FARMS, INC.
GENEROUS BY NATURE	PENDING ITU	88857526	04/02/2020			WM. BOLTHOUSE FARMS, INC.

SCHEDULE C

UNITED STATES COPYRIGHT REGISTRATIONS

Title	Jurisdiction	Registration No.	Registration Date	Owner
Evolution Fresh Swirl Design.	U.S. Federal	VA0001927689	September 11, 2014	Evolution Fresh, Inc
Bolthouse Farms since 1915 premium colorstix orange & yellow cut carrots.	U.S. Federal	VAu000731128	January 29, 2007	Wm. Bolthouse Farms, Inc.
Mercer ranch.	U.S. Federal	VAu000731095	January 22, 2007	Wm. Bolthouse Farms, Inc.
Bom dia acai berry with mangosteen.	U.S. Federal	VAu000726580	November 24, 2006	Bolthouse Juice Products, LLC
Bom dia acai berry with pomegranate.	U.S. Federal	VAu000726579	November 24, 2006	Bolthouse Juice Products, LLC
Bom dia acai berry with cacao.	U.S. Federal	VAu000726578	November 24, 2006	Bolthouse Juice Products, LLC
Packaging label for Matchstix french-cut cooking carrots.	U.S. Federal	VAu000683005	August 02, 2005	Wm. Bolthouse Farms, Inc.
Bolthouse Farms Premium Petites carrots for cooking.	U.S. Federal	VAu000647533	November 19, 2004	Wm. Bolthouse Farms, Inc.
Mountain and farm crop scene.	U.S. Federal	VAu000582025	February 19, 2003	Wm. Bolthouse Farms, Inc.

Title	Jurisdiction	Registration No.	Registration Date	Owner
California coldwater carrots.	U.S. Federal	VA0000667219	December 12, 1994	Wm. Bolthouse Farms, Inc.
Baby-cut carrots, shortcuts.	U.S. Federal	VA0000685884	November 28, 1994	Wm. Bolthouse Farms, Inc.

PATENT

REEL: 067268 FRAME: 0304

RECORDED: 04/30/2024

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