

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI269796

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ROMAN EMPIRE, INC. (dba "Farmer's Fridge")	05/30/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	KENMORE INVESTOR, LLC, AS COLLATERAL AGENT
<b>Street Address:</b>	150 North Riverside Plaza, Suite 3300
<b>Internal Address:</b>	Attn: General Counsel
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606-1594
<b>PROPERTY NUMBERS Total: 10</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	16267043
Application Number:	16267039
Application Number:	63568621
Application Number:	18213359
Patent Number:	D863377
Patent Number:	D863378
Patent Number:	D869516
Patent Number:	D869517
Patent Number:	11250375
Patent Number:	11837060
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	(714)540-1235
<b>Email:</b>	kristin.azcona@lw.com, IPDOCKET@LW.COM
<b>Correspondent Name:</b>	Kristin J. Azcona
<b>Address Line 1:</b>	650 TOWN CENTER DRIVE, SUITE 2000
<b>Address Line 4:</b>	COSTA MESA, CALIFORNIA 92626

<b>ATTORNEY DOCKET NUMBER:</b>	052362-0046
<b>NAME OF SUBMITTER:</b>	KRISTIN AZCONA
<b>SIGNATURE:</b>	KRISTIN AZCONA
<b>DATE SIGNED:</b>	05/31/2024
	This document serves as an Oath/Declaration (37 CFR 1.63).
<b>Total Attachments: 6</b> source=Farmer's Fridge - 2024 Note Financing - IP Security Agreement (Executed)(150978064.8)#page1.tif source=Farmer's Fridge - 2024 Note Financing - IP Security Agreement (Executed)(150978064.8)#page2.tif source=Farmer's Fridge - 2024 Note Financing - IP Security Agreement (Executed)(150978064.8)#page3.tif source=Farmer's Fridge - 2024 Note Financing - IP Security Agreement (Executed)(150978064.8)#page4.tif source=Farmer's Fridge - 2024 Note Financing - IP Security Agreement (Executed)(150978064.8)#page5.tif source=Farmer's Fridge - 2024 Note Financing - IP Security Agreement (Executed)(150978064.8)#page6.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 30, 2024 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by Romaine Empire, Inc., as successor to Romaine Empire, LLC (dba “Farmer’s Fridge”), a Delaware corporation (the “Borrower”) in favor of Kenmore Investor, LLC, a Delaware limited liability company, as collateral agent on behalf of itself and the other Secured Parties (as defined in the Security Agreement (as defined below), and in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”).

WHEREAS, the Borrower is a party to a Security Agreement dated as of May 30, 2024, (the “Security Agreement”) by and among the Borrower and the Collateral Agent pursuant to which the Borrower granted a security interest to the Collateral Agent, on behalf of itself and each Secured Party, in the Intellectual Property Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower hereby agrees with the Collateral Agent as follows:

### SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### SECTION 2. Grant of Security Interest in Intellectual Property Collateral

**SECTION 2.1 Grant of Security.** As collateral security for the prompt and complete payment and performance of all of Borrower’s present or future Obligations, and subject to the terms in Security Agreement, Borrower hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Borrower’s right, title and interest in, to and under the following, in each case whether now or hereafter existing or in which any Borrower now has or hereafter acquires an interest and wherever the same may be located (collectively, the “Intellectual Property Collateral”):

means all patents, patent applications, trademarks, trademark applications, service marks, service mark applications, tradenames, copyrights, trade secrets, domain names, mask works, information, inventions, computer programs (including both source and object code), know-how and proprietary rights and processes, similar or other intellectual property rights, subject matter of any of the foregoing, tangible embodiments of any of the foregoing, licenses in, to and under any of the foregoing, and any and all such cases that are owned or used by the Borrower in the conduct of its business as now conducted and as presently proposed to be conducted, including the items listed on Schedule A hereto.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Intellectual Property Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any,

that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of an intent-to-use trademark application pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) such intent-to-use application shall constitute Intellectual Property Collateral.

### SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Borrower hereby acknowledge and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Intellectual Property 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. THE BORROWER AND THE COLLATERAL AGENT ACKNOWLEDGE AND AGREE THAT IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE TERMS OF THE SUBORDINATION AGREEMENT, ON THE ONE HAND, AND THE TERMS OF THIS AGREEMENT, ON THE OTHER HAND, THE TERMS OF THE SUBORDINATION AGREEMENT SHALL CONTROL.

### SECTION 4. Governing Law; Dispute Resolution; Counterparts; Titles and Subtitles; Notices; Expenses; Severability; Waiver of Jury Trial; Electronic and Facsimile Signatures.

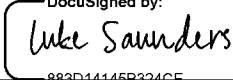
The terms of Sections 7.2, 7.3, 7.4, 7.5, 7.7, 7.9, 7.14 and 7.15 of the Note Purchase Agreement with respect to governing law and dispute resolution, counterparts, titles and subtitles, notices, expenses, severability, waiver of jury trial and electronic or facsimile signatures are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Borrower and the Collateral Agent have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BORROWER:

ROMAINE EMPIRE, INC.

By:   
Name: Luke Saunders  
Title: Chief Executive Officer

Address:  
2000 W. Fulton Street, F-310  
Chicago, IL 60612

**IN WITNESS WHEREOF**, the Borrower and the Collateral Agent have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**COLLATERAL AGENT:**

**KENMORE INVESTOR, LLC**

By: 

Name: Joshua S. Abern

Title: Vice President

Address:

150 North Riverside Plaza, Suite 3300

Chicago, IL 60606-1594

Attention: General Counsel

Email: entities@divfin.com; jabern@divfin.com

**SCHEDULE A**  
**to**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**Patents**

<b>Patent/App #</b>	<b>Title</b>	<b>Priority Date</b>	<b>Issue Date</b>	<b>Status</b>
CA3038391A1	SYSTEMS AND METHODS FOR RESERVATIONS AT A VENDING MACHINE	03/28/2019	--	Pending
CA3038388A1	SYSTEMS AND METHOD FOR RECALL COMPLIANCE AT A VENDING MACHINE	03/28/2019	--	Pending
US16267039	SYSTEMS AND METHODS FOR RESERVATIONS AT A VENDING MACHINE	02/04/2019	--	Pending
US16267043	SYSTEMS AND METHOD FOR RECALL COMPLIANCE AT A VENDING MACHINE	02/04/2019	--	Appeal Pending
US63/568,621	MODULAR DISPENSING SYSTEM AND METHODS	03/22/2024	--	Pending
US11250375	SYSTEMS AND METHODS FOR INTELLIGENT INVENTORY MANAGEMENT ACROSS NETWORK OF VENDING MACHINES	05/31/2019	02/15/2022	Active
US11837060	SYSTEMS AND METHODS FOR CONTACTLESS PICKUP AT A VENDING MACHINE	07/07/2021	12/05/2023	Active
USD863377	SINGLE REFRIGERATION UNIT CABINET	11/13/2017	10/15/2019	Active
USD863378	DOUBLE REFRIGERATION UNIT CABINET	11/13/2017	10/15/2019	Active
USD869516	SINGLE REFRIGERATION UNIT CABINET	08/12/2019	12/10/2019	Active
USD869517	DOUBLE REFRIGERATION UNIT	08/12/2019	12/10/2019	Active

	CABINET			
US18213359	SYSTEMS, METHODS, AND APPARATUSES FOR OPERATING A MODULAR VENDING MACHINE	6/23/2023		Pending

### **Trademarks**

Title	Database	Registration #	Issue Date	Status
EAT HAPPIER	U.S. Federal	5740812	04/30/2019	Registered
FARMER'S FRIDGE	U.S. Federal	5707071	03/26/2019	Registered
FARMER'S FRIDGE	U.S. Federal	5501998	06/26/2018	Registered
FARMER'S FRIDGE	U.S. Federal	5501754	06/26/2018	Registered
FARMER'S FRIDGE	U.S. Federal	4565501	07/08/2014	Registered
FARMER'S FRIDGE	U.S. State – WI	--	07/11/2018	Registered
FARMER'S FRIDGE	U.S. State – WI	--	08/09/2017	Registered
FARMER'S FRIDGE	China	41269808	07/14/2020	Registered
FF	U.S. Federal	5503121	06/26/2018	Registered
FF	U.S. Federal	5625544	12/11/2018	Registered
GREENS	U.S. Federal	5502138	06/26/2018	Registered
JAR DU JOUR	U.S. Federal	5724821	04/16/2019	Registered
MY FRIDGE	U.S. Federal	5502136	06/26/2018	Registered
THE CHEATER	U.S. Federal	5492166	06/12/2018	Registered