

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

Assignment ID: PATI731925

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>			<b>Execution Date</b>
Luberski, Inc.			01/02/2025
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Fifth Third Bank, National Association		
<b>Street Address:</b>	38 Fountain Square Plaza		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45263		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>		
<b>Patent Number:</b>	10104901		
<b>Patent Number:</b>	10857375		
<b>Patent Number:</b>	10071260		
<b>Patent Number:</b>	8728135		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>	6175232700		
<b>Email:</b>	susan.dinicola@hklaw.com,alyssa.keon@hklaw.com		
<b>Correspondent Name:</b>	Susan C. DiNicola		
<b>Address Line 1:</b>	Holland & Knight LLP		
<b>Address Line 2:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston , MASSACHUSETTS 02116		
<b>ATTORNEY DOCKET NUMBER:</b>	538541.00193		
<b>NAME OF SUBMITTER:</b>	Susan DiNicola		
<b>SIGNATURE:</b>	Susan DiNicola		
<b>DATE SIGNED:</b>	01/03/2025		
<b>Total Attachments: 13</b>			
source=Luberski IP Security Agreement(515065757.1)#page1.tiff			
source=Luberski IP Security Agreement(515065757.1)#page2.tiff			

source=Luberski IP Security Agreement(515065757.1)#page3.tiff  
source=Luberski IP Security Agreement(515065757.1)#page4.tiff  
source=Luberski IP Security Agreement(515065757.1)#page5.tiff  
source=Luberski IP Security Agreement(515065757.1)#page6.tiff  
source=Luberski IP Security Agreement(515065757.1)#page7.tiff  
source=Luberski IP Security Agreement(515065757.1)#page8.tiff  
source=Luberski IP Security Agreement(515065757.1)#page9.tiff  
source=Luberski IP Security Agreement(515065757.1)#page10.tiff  
source=Luberski IP Security Agreement(515065757.1)#page11.tiff  
source=Luberski IP Security Agreement(515065757.1)#page12.tiff  
source=Luberski IP Security Agreement(515065757.1)#page13.tiff

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “IP Security Agreement”) dated as of January 2, 2025, is made by LUBERSKI, INC., a California corporation (“Grantor”) in favor of FIFTH THIRD BANK, NATIONAL ASSOCIATION, a national banking association (“Lender”).

WHEREAS, Grantor has entered into that certain Credit Agreement, dated as of as of the date hereof, with Lender (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “Credit Agreement”). Capitalized terms used but not defined herein shall have the meanings specified in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement and the Loan Documents, the Grantor has granted to Lender, a security interest in, among other property, all Intellectual Property of Grantor, and has 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, the Grantor hereby agrees as follows:

SECTION 1. **Definitions**. The following terms have the meanings set forth below:

(a) “Copyrights” means all of the following now owned or hereafter adopted or acquired by Grantor: (i) all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or political subdivision thereof, whether registered or unregistered and whether published or unpublished), rights and interests in copyrights, works protectable by copyright, and General Intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings, and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof and all research and development relating to the foregoing, (ii) all reissues, extensions, continuations, and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages, claims, and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present and future infringements thereof, (iv) rights corresponding thereto throughout the world, (v) rights to sue for past, present, and future infringements thereof, and (vi) all products and proceeds of the foregoing.

(b) “Copyright License” means any and all rights to use any Copyright or Copyright registration now owned or hereafter acquired by Grantor under any written or oral agreement granting any such right, in each case to the extent assignable by Grantor.

(c) “Patents” shall mean one or all of the following now or hereafter owned by Grantor or in which Grantor now has or hereafter acquires any rights: (i) all letters patent of the United States or any other country, of any class or type, including utility patents, utility models, design patents, invention certificates, all registrations, and recordings thereof, and all applications for letters patent of the United States or any other country, (ii) all reissues,

continuations, continuations-in-part, divisions, reexaminations, or extensions of any of the foregoing, (iii) all inventions disclosed in and claimed in the Patents and any and all trade secrets and know-how related thereto and (iv) all products and proceeds of the foregoing.

(d) “Patent License” shall mean any written agreement now owned or hereafter acquired by ay Grantor granting any right to make, use, sell, and/or practice any invention or discovery that is the subject matter of a Patent, in each case to the extent assignable by Grantor.

(e) “Trademarks” shall mean one or all of the following now owned or hereafter acquired by Grantor or in which Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate names, company names, business names, fictitious business names, brands, trade dress, uniform resource locators, domain names, tag lines, graphics, trade styles, service marks, logos and other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof, (ii) all reissues, extensions, or renewals thereof, (iii) the goodwill associated with or symbolized by any of the foregoing, and (iv) all products and proceeds of the foregoing.

(f) “Trademark License” shall mean any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark or Trademark registration, in each case to the extent assignable by Grantor.

**SECTION 2. Grant of Security.** Grantor hereby grants to Lender a security interest in all of Grantor’s right, title, and interest in and to the following (the “Collateral”):

(i) all of its Patents and all Patent Licenses to which it is a party, including, but not limited to, those set forth on Schedule A hereto;

(ii) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule B hereto;

(iii) all of its Copyrights and all Copyright Licenses to which it is a party, including, but not limited to, those set forth on Schedule C hereto;

(iv) all reissues, divisions, 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 Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury 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

(vi) any and all products and 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.

Notwithstanding the foregoing, in no event shall the Collateral include any Excluded Property.

SECTION 3. **Security for Obligations.** The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. **Recordation.** Grantor authorizes Lender or its designee to record this IP Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office.

SECTION 5. **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 6. **Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Lender with respect to the Collateral are more fully set forth in the Credit Agreement.

SECTION 7. **GOVERNING LAW.** THIS IP SECURITY AGREEMENT SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, 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.

**GRANTOR**

**LUBERSKI, INC.**

By: 

Name: Tanya Owen

Title: Chief Financial Officer

ACCEPTED AND  
ACKNOWLEDGED BY:

**FIFTH THIRD BANK, NATIONAL  
ASSOCIATION**

By: 

Name: Richard Brooks

Title: Managing Director

**SCHEDULE A****PATENTS**

<b>Grantor</b>	<b>Application No.</b>	<b>Patent Number</b>	<b>Issue Date</b>	<b>Title</b>	<b>Status</b>
Luberski, Inc.	14088182	November 22, 2013	10104901	October 23, 2018	Issued
Luberski, Inc.	16127057	September 10, 2018	10857375	December 8, 2020	Issued
Luberski, Inc.	14077053	November 11, 2013	10071260	September 11, 2018	Issued
Luberski, Inc.	13367277	February 6, 2012	8728135	May 20, 2014	Issued

**PATENT LICENSES**

None.



**SCHEDULE B**  
**TRADEMARKS**

<b>Serial Number</b>	<b>Wordmark</b>	<b>Status</b>	<b>Basis</b>	<b>Filing Date</b>	<b>Grantor</b>	<b>Registration Date</b>	<b>Registration Number</b>
<u>74361942</u>	CALIFORNIA SUNSHINE	Live	1a	February 25, 1993	Luberski, Inc.	January 23, 1996	1949889
<u>74375962</u>	HVR	Live	1a	April 6, 1993	Luberski, Inc.	December 14, 1993	1810948
<u>90767682</u>	WAIALUA	Live	1a	June 10, 2021	Luberski, Inc.	May 24, 2022	6726618
<u>74365121</u>	HIDDEN VILLA RANCH	Live	1a	March 5, 1993	Luberski, Inc.	July 12, 1994	1844577
<u>90769603</u>	WAIALUA FRESH	Live	1a	June 11, 2021	Luberski, Inc.	May 3, 2022	6720607

Serial Number	Wordmark	Status	Basis	Filing Date	Grantor	Registration Date	Registration Number
<u>85826318</u>	SUNSHINE	Live	1a	January 17, 2013	Lubberski, Inc.	January 21, 2014	4469051
<u>98174623</u>	NESTFRESH	Live	1a	September 11, 2023	Lubberski, Inc.		
<u>76359428</u>	SUNSHINE	Live	1a	January 15, 2002	Lubberski, Inc.	October 12, 2004	2892343
<u>85108814</u>	NESTFRESH ALWAYS 100% CAGE FREE	Live	1a	August 17, 2010	Lubberski, Inc.	November 1, 2011	4047760
<u>85108632</u>	NEST FRESH	Live	1a	August 16, 2010	Lubberski, Inc.	October 4, 2011	4033714
<u>97895023</u>	A	Live	1a	April 18, 2023	Lubberski, Inc.	May 21, 2024	7393418

PATENT

REEL: 069740 FRAME: 0298

Serial Number	Wordmark	Status	Basis	Filing Date	Grantor	Registration Date	Registration Number
<u>76355301</u>	CALIFORNIA RANCH FRESH	Live	1a	January 4, 2002	Luberski, Inc.	March 4, 2003	2692614
<u>97895015</u>	ANEA PROTEIN	Live	1a	April 18, 2023	Luberski, Inc.		
<u>76357550</u>	CALIFORNIA	Live	1a	January 9, 2002	Luberski, Inc.	June 3, 2003	2720725
<u>85676904</u>	NATURE FED	Live	1a	July 13, 2012	Luberski, Inc.	June 18, 2013	4355430
<u>97894993</u>	ANEA PROTEIN	Live	1a	April 18, 2023	Luberski, Inc.		
<u>75978773</u>	GOLD CIRCLE FARMS	Live	1a	October 31, 1997	Luberski, Inc.	June 27, 2000	2363329

Serial Number	Wordmark	Status	Basis	Filing Date	Grantor	Registration Date	Registration Number
<u>90065647</u>	LOVE IS FOOD	Live	1a	July 21, 2020	Luberski, Inc.	October 26, 2021	6540834
<u>90060206</u>	NEW BARN ORGANICS	Live	1a	July 18, 2020	Luberski, Inc.	October 26, 2021	6540824
<u>90060210</u>	NEW BARN ORGANICS	Live	1a	July 18, 2020	Luberski, Inc.	October 26, 2021	6540825
<u>90065644</u>	LOVE IS FOOD	Live	1a	July 21, 2020	Luberski, Inc.	October 26, 2021	6540833
<u>74126116</u>	THE COUNTRY HEN	Live	1a	December 24, 1990	Luberski, Inc.	October 8, 1991	1659935

PATENT

REEL: 069740 FRAME: 0300

Serial Number	Wordmark	Status	Basis	Filing Date	Grantor	Registration Date	Registration Number
<u>86419395</u>	NEW BARN	Live	1a	October 9, 2014	Luberski, Inc.	July 26, 2016	5008670

PATENT  
REEL: 069740 FRAME: 0301

## **TRADEMARK LICENSES**

None.

**SCHEDULE C**

**COPYRIGHTS**

None.

**COPYRIGHT LICENSES**

None.