

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI859036

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	Okanagan Specialty Fruits, Inc.	02/27/2025
RECEIVING PARTY DATA		
Company Name:	R.J. Kirk Declaration of Trust	
Street Address:	1881 Grove Avenue	
City:	Radford	
State/Country:	VIRGINIA	
Postal Code:	24141	
PROPERTY NUMBERS Total: 5		
Property Type	Number	
Application Number:	17738230	
Application Number:	16248057	
Application Number:	15404236	
Application Number:	14049952	
Application Number:	12919735	
CORRESPONDENCE DATA		
Fax Number:	4048853900	
<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:	(404)885-3000	
Email:	katherine.swider@troutman.com	
Correspondent Name:	Korbin Blunck	
Address Line 1:	600 Peachtree Street, NE,	
Address Line 2:	Suite 3000	
Address Line 4:	Atlanta, GEORGIA 30308	
ATTORNEY DOCKET NUMBER:	268632.001	
NAME OF SUBMITTER:	Katherine Swider	
SIGNATURE:	/Katherine Swider/	
DATE SIGNED:	03/03/2025	
Total Attachments: 10		

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated February 26, 2025, is among the Persons listed on the signature pages hereof (collectively, the "Grantors") and **R.J. KIRK DECLARATION OF TRUST** (together with its successors and assigns, the "Secured Party").

WHEREAS, the Grantors and the Secured Party have entered into the Security Agreement dated as of February 26, 2025 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Capitalized terms not otherwise defined herein are used as defined in the Security Agreement (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantors, whether now owned or hereafter acquired, and have agreed thereunder to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable.

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 pledges to the Secured Party, and each Grantor hereby grants to the Secured Party, a security interest in and to all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired by the undersigned (the "IP Collateral"):

(i) all patents and patent applications, including the patents and patent applications set forth in Schedule A hereto;

(ii) all trademarks, including the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing and acceptance 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, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein or the assignment thereof would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), together with the goodwill symbolized thereby;

(iii) all copyrights, whether registered or unregistered, and exclusive licenses to copyrights, including, without limitation, the copyright registrations set forth in Schedule C hereto;

(iv) 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 Grantor accruing thereunder or pertaining thereto;

(v) any and all rights to enforce and claims for damages and injunctive relief for past, present and future infringement, misappropriation or other violation 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 proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, or arising from any of the foregoing.

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement, and each Grantor authorizes any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

Section 3. 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 4. 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 and the rights and remedies of, the Secured Party with respect to the IP 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 5. Governing Law; Jurisdiction; Etc. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF VIRGINIA.

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

GRANTOR:

Okanagan Specialty Fruits Inc.,
a Canadian entity organized under the laws of
British Columbia, as Grantor

By: Theodore J. Fisher (SEAL)
Name: Theodore J. Fisher
Title: Vice President and Secretary

State of Virginia)
City/County of Radford) ss.

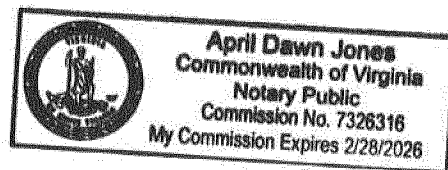
I, April Dawn Jones, a Notary Public of the City/County and State
aforesaid, certify that Theodore J. Fisher, who is Vice President and Secretary of Okanagan
Specialty Fruits Inc., a Canadian entity organized under the laws of British Columbia, personally
appeared before me this day and acknowledged the due execution of this IP Security Agreement
on behalf of the entity. He [check one] ☒ is personally known to me or ☐ has produced
N/A as identification.

Witness my hand and official stamp or seal, this 27th day of February, 2025.

April Dawn Jones
Notary Public

My Commission expires: 02/28/2026
Notary Registration Number: 7326316

#308164021



SCHEDULE A – PATENTS

PATENTS AND PATENT APPLICATIONS:

Patents:

Patent No.	Application No.	Jurisdiction	Filing Date	Title	Inventors	Grant Date	Owner
12,116,585	17/738,230	United States	May 6, 2022	Genetically Modified Reduced-Browning Fruit-Producing Plant and Produced Fruit Thereof, and Method of Obtaining Such	John Armstrong William David Lane	October 15, 2024	Okanagan Specialty Fruits Inc.
11,359,205	16/248,057	United States	January 15, 2019	Genetically Modified Reduced-Browning Fruit-Producing Plant and Produced Fruit Thereof, and Method of Obtaining Such	John Armstrong William David Lane	June 14, 2022	Okanagan Specialty Fruits Inc.
10,227,602	15/404,236	United States	January 12, 2017	Genetically Modified Reduced-Browning Fruit-Producing Plant and Produced Fruit Thereof, and Method of Obtaining Such	John Armstrong William David Lane	February 12, 2019	Okanagan Specialty Fruits Inc.
9,580,723	14/049,952	United States	October 9, 2013	Genetically Modified Reduced-Browning Fruit-Producing Plant and Produced Fruit Thereof, and Method of Obtaining Such	John Armstrong William David Lane	February 28, 2017	Okanagan Specialty Fruits Inc.
8,563,805	12/919,735	United States	August 26, 2010	Genetically Modified Reduced-	John Armstrong	October 22, 2013	Okanagan Specialty Fruits Inc.

				Browning Fruit-Producing Plant and Produced Fruit Thereof. and Method of Obtaining Such	William David Lane		
2716846	2716846	Canada	August 26, 2010	Genetically Modified Reduced-Browning Fruit-Producing Plant and Produced Fruit Thereof. and Method of Obtaining Such	John Armstrong William David Lane	June 25, 2019	Okanagan Specialty Fruits Inc.

Patent Applications:

None

SCHEDULE B – TRADEMARKS

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS:

Registered Trademarks:

Trademark	Jurisdiction	Filing Date	Registration Number	Registration Date	Owner
ARCTIC & Design (vertical)	United States of America	09-Aug-2016	6846809	13-Sep-2022	Okanagan Specialty Fruits Inc.
ARCTIC	United States of America	16-Apr-2009	4135676	01-May-2012	Okanagan Specialty Fruits Inc.
TREE DESIGN	United States of America	19-May-2015	5043001	13-Sep-2016	Okanagan Specialty Fruits Inc.
OKANAGAN SPECIALTY FRUITS & Design	United States of America	19-May-2015	5604038	13-Nov-2018	Okanagan Specialty Fruits Inc.
OKANAGAN SPECIALTY FRUITS	United States of America	19-May-2015	5617529	27-Nov-2018	Okanagan Specialty Fruits Inc.
APBITZ (STYLIZED LOGO) *see remarks	United States of America	08-Mar-2019	5867386	24-Sep-2019	Okanagan Specialty Fruits Inc.
ARCTIC ADVANTAGE	United States of America	14-Dec-2015	5969968	28-Jan-2020	Okanagan Specialty Fruits Inc.
ARCTIC & Design (vertical)	United States of America	09-Aug-2016	6846810	13-Sep-2022	Okanagan Specialty Fruits Inc.
ARCTIC	United States of America	24-Feb-2016	5969974	28-Jan-2020	Okanagan Specialty Fruits Inc.
ARCTIC AND DESIGN (horizontal)	United States of America	21-Jan-2020	7122166	25-Jul-2023	Okanagan Specialty Fruits Inc.
ARCTIC AND DESIGN (horizontal)	United States of America	21-Jan-2020	7122167	25-Jul-2023	Okanagan Specialty Fruits Inc.
ENDLESS ORCHARD	United States of America	26-May-2023	7546107	22-Oct-2024	Okanagan Specialty Fruits Inc.
ARCTIC	Mexico	06-Apr-2016	1741897	11-Apr-2017	Okanagan Specialty Fruits Inc.

ARCTIC STYLIZED & DESIGN	Mexico	06-Apr-2016	1741898	11-Apr-2017	Okanagan Specialty Fruits Inc.
APPLE DESIGN	Mexico	26-Aug-2016	1787042	16-Aug-2017	Okanagan Specialty Fruits Inc.
ARCTIC STYLIZED & APPLE DESIGN	Mexico	26-Aug-2016	1787043	16-Aug-2017	Okanagan Specialty Fruits Inc.
ARCTIC ADVANTAGE	Mexico	01-Apr-2016	1661608	05-Aug-2016	Okanagan Specialty Fruits Inc.
OKANAGAN SPECIALTY FRUITS	Mexico	06-Apr-2016	1666294	18-Aug-2016	Okanagan Specialty Fruits Inc.
OKANAGAN SPECIALTY FRUITS & DESIGN	Mexico	06-Apr-2016	1666296	18-Aug-2016	Okanagan Specialty Fruits Inc.
APPLE DESIGN	Mexico	26-Aug-2016	1787041	16-Aug-2017	Okanagan Specialty Fruits Inc.
OKANAGAN SPECIALTY FRUITS	Mexico	06-Apr-2016	1740016	03-Apr-2017	Okanagan Specialty Fruits Inc.
OKANAGAN SPECIALTY FRUITS	Mexico	06-Apr-2016	1666295	18-Aug-2016	Okanagan Specialty Fruits Inc.
OKANAGAN SPECIALTY FRUITS	Mexico	06-Apr-2016	1660831	01-Aug-2016	Okanagan Specialty Fruits Inc.
OKANAGAN SPECIALTY FRUITS & DESIGN	Mexico	06-Apr-2016	1740017	03-Apr-2017	Okanagan Specialty Fruits Inc.
OKANAGAN SPECIALTY FRUITS & DESIGN	Mexico	06-Apr-2016	1675389	19-Sep-2016	Okanagan Specialty Fruits Inc.
OKANAGAN SPECIALTY FRUITS & DESIGN	Mexico	06-Apr-2016	1660832	01-Aug-2016	Okanagan Specialty Fruits Inc.
APPLE DESIGN	Mexico	26-Aug-2016	1703739	05-Dec-2016	Okanagan Specialty Fruits Inc.
APPLE DESIGN	Mexico	26-Aug-2016	1703740	05-Dec-2016	Okanagan Specialty Fruits Inc.
ARCTIC STYLIZED & DESIGN	Mexico	26-Aug-2016	1712971	18-Jan-2017	Okanagan Specialty Fruits Inc.

OKANAGAN SPECIALTY FRUITS & Design	Canada	21-Nov- 2006	TMA709721	18-Mar-2008	Okanagan Specialty Fruits Inc.
ARCTIC	Canada	23-Mar- 2009	TMA771948	14-Jul-2010	Okanagan Specialty Fruits Inc.
APPLE DESIGN	Canada	28-Jul- 2016	TMA1041650	19-Jul-2019	Okanagan Specialty Fruits Inc.
ARCTIC ADVANTAGE	Canada	14-Oct- 2015	TMA1041660	16-Jul-2019	Okanagan Specialty Fruits Inc.
ARCTIC STYLIZED & APPLE DESIGN	Canada	28-Jul- 2016	TMA1041656	16-Jul-2019	Okanagan Specialty Fruits Inc.
OKANAGAN SPECIALTY FRUITS & DESIGN	Canada	26-Jan- 2016	TMA1041644	16-Jul-2019	Okanagan Specialty Fruits Inc.
TREE DESIGN	Canada	26-Jan- 2016	TMA1041692	16-Jul-2019	Okanagan Specialty Fruits Inc.
OKANAGAN SPECIALTY FRUITS	Canada	26-Jan- 2016	TMA1057253	02-Oct-2019	Okanagan Specialty Fruits Inc.
APPLE DESIGN	Canada	28-Jul- 2016	TMA1041693	16-Jul-2019	Okanagan Specialty Fruits Inc.
ARCTIC and Apple Design	Canada	28-Jul- 2016	TMA1041640	16-Jul-2019	Okanagan Specialty Fruits Inc.
ARCTIC	Canada	26-Jan- 2016	TMA1041665	16-Jul-2019	Okanagan Specialty Fruits Inc.
ARCTIC ADVANTAGE	Canada	01-Oct- 2015	TMA1041646	16-Jul-2019	Okanagan Specialty Fruits Inc.
ARCTIC APBITZ	Canada	18-Jul- 2018	TMA1102266	16-Jun-2021	Okanagan Specialty Fruits Inc.
APBITZ	Canada	18-Jul- 2018	TMA1087253	09-Nov-2020	Okanagan Specialty Fruits Inc.
ARCTIC AND DESIGN	Canada	21-Jul- 2020	TMA1182412	31-May-2023	Okanagan Specialty Fruits Inc.
ARCTIC AND DESIGN	Canada	21-Jul- 2020	1173209	29-Mar-2023	Okanagan Specialty Fruits Inc.

ARCTIC AND DESIGN	Canada	21-Jul-2020	1173208	29-Mar-2023	Okanagan Specialty Fruits Inc.
ARCTIC ADVANTAGE	Australia	14-Apr-2016	1764952	14-Apr-2016	Okanagan Specialty Fruits Inc.
OKANAGAN SPECIALTY FRUITS & DESIGN	Australia	22-Apr-2016	1766571	22-Apr-2016	Okanagan Specialty Fruits Inc.
APPLE DESIGN	Australia	25-Aug-2016	1792335	25-Aug-2016	Okanagan Specialty Fruits Inc.
ARCTIC	Australia	22-Apr-2016	1766574	01-Mar-2017	Okanagan Specialty Fruits Inc.
ARCTIC STYLIZED & APPLE DESIGN	Australia	25-Aug-2016	1792341	16-Apr-2018	Okanagan Specialty Fruits Inc.
APPLE DESIGN	Australia	25-Aug-2016	1792331	16-Apr-2018	Okanagan Specialty Fruits Inc.

Trademark Applications:

Owner	Trademark	Country	Filing Date	Application Number	Registration Date	Status
Okanagan Specialty Fruits Inc.	ARCTIC	United States of America	11-Sep-2023	98173273		Allowed
Okanagan Specialty Fruits Inc.	EO & DESIGN	United States of America	19-Jan-2024	98366155		Allowed
Okanagan Specialty Fruits Inc.	ENDLESS ORCHARD & DESIGN (HORIZONTAL)	United States of America	19-Jan-2024	98366163		Allowed
Okanagan Specialty Fruits Inc.	ENDLESS ORCHARD & DESIGN (stacked)	United States of America	19-Jan-2024	98366165		Allowed

SCHEDULE C – COPYRIGHTS

COPYRIGHT REGISTRATIONS:

Owner	Full Title	Copyright Number	Date
Okanagan Specialty Fruits, Inc	ARCTIC Apple logo	VA0002129694	2016
Okanagan Specialty Fruits, Inc.	Okanagan Specialty Fruits Tree Logo	VA0002118660	2006