

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI914698

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Amendment No. 1 to Assignment and Assumption Agreement and Bill of Sale	
CONVEYING PARTY DATA		
	Name	Execution Date
	Sandton Capital Solutions Master Fund V, L.P.	09/29/2023
RECEIVING PARTY DATA		
Company Name:	Lactuca Holdings, LLC	
Street Address:	345 High Street, 7th Floor	
City:	Hamilton	
State/Country:	OHIO	
Postal Code:	45011	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	10842095
CORRESPONDENCE DATA		
Fax Number:		
<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:	8132095010	
Email:	tj.fatum@akerman.com, alejandro.fernandez@akerman.com	
Correspondent Name:	Alejandro J. Fernandez	
Address Line 1:	777 S. Flagler Drive	
Address Line 2:	West Tower, Suite 1100	
Address Line 4:	West Palm Beach, FLORIDA 33401	
ATTORNEY DOCKET NUMBER:	00414681	
NAME OF SUBMITTER:	TOMI FATUM	
SIGNATURE:	/TOMI FATUM/	
DATE SIGNED:	04/01/2025	
Total Attachments: 8		
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AMENDMENT NO. 1 TO
ASSIGNMENT AND ASSUMPTION AGREEMENT
AND
BILL OF SALE

This Amendment No. 1 (this “Amendment”) to the (x) Assignment and Assumption Agreement (as amended, supplemented or modified from time to time, the “Assignment Agreement”), entered into as of September 29, 2023, by and between KALERA, INC. (“Kalera”), SANDTON CAPITAL SOLUTIONS MASTER FUND V, L.P. (“Sandton”), LACTUCA HOLDINGS, LLC (“Holdings”), LACTUCA DENVER, LLC (“Lactuca Denver”), LACTUCA HOUSTON, LLC (“Lactuca Houston”), LACTUCA ATLANTA, LLC (“Lactuca Atlanta” and collectively, with Holdings, Lactuca Denver, Lactuca Houston, Kalera and Sandton, the “Parties” and each, a “Party”), and (y) Bill of Sale, entered into as of September 29, 2023, between Kalera and Holdings (“Bill of Sale”), is entered into as of [●], 2025, and effective as of September 29, 2023, by and among the Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Assignment Agreement or the Bill of Sale, as applicable.

In consideration of the foregoing and the covenants and agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Party, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Amendment to Recitals of Assignment Agreement. The Parties hereby agree and acknowledge that the Assignment Agreement incorrectly describes (i) Holdings as a Delaware corporation instead of a Delaware limited liability company, (ii) Lactuca Atlanta as a Delaware corporation instead of a Delaware limited liability company, (iii) Lactuca Houston as a Delaware corporation instead of a Delaware limited liability company and (iv) Lactuca Denver as a Delaware corporation instead of a Delaware limited liability company. The Parties hereby amend the recitals of the Assignment Agreement to replace (a) “LACTUCA HOLDINGS, INC., a Delaware corporation” with “LACTUCA HOLDINGS, LLC, a Delaware limited liability company”, (b) “LACTUCA ATLANTA, INC., a Delaware corporation” with “LACTUCA ATLANTA, LLC, a Delaware limited liability company”, (c) “LACTUCA HOUSTON, INC., a Delaware corporation” with “LACTUCA HOUSTON, LLC, a Delaware limited liability company”, and (d) “LACTUCA DENVER, INC., a Delaware corporation” with “LACTUCA DENVER, LLC, a Delaware limited liability company.” All references to (w) Holdings in the Assignment Agreement shall be deemed to refer to Lactuca Holdings, LLC, (x) all references to Lactuca Atlanta in the Assignment Agreement shall be deemed to refer to Lactuca Atlanta, LLC, (y) all references to Lactuca Houston in the Assignment Agreement shall be deemed to refer to Lactuca Houston, LLC, and (z) all references to Lactuca Denver in the Assignment Agreement shall be deemed to refer to Lactuca Denver, LLC.

2. Amendment to Defined Terms in Bill of Sale. Kalera and Holdings hereby agree and acknowledge that the Bill of Sale incorrectly describes Holdings as a Delaware corporation instead of a Delaware limited liability company. Kalera and Holdings hereby amend the defined term of “Buyer” in the Bill of Sale to replace “LACTUCA HOLDINGS, INC., a Delaware corporation” with “LACTUCA HOLDINGS, LLC, a Delaware limited liability company”. All references to Buyer in the Bill of Sale shall be deemed to refer to Lactuca Holdings, LLC.

3. Amendment to Section 4(c) of the Assignment Agreement. Section 4(c) of the Assignment Agreement is hereby amended and replaced with the following:

“c. Kalera has sold, assigned and transferred, and by these presents does sell, assign and transfer to Holdings, the entire right, title and interest in and to the Intellectual Property identified above, and any patents, trademarks, or copyrights that may issue for said Intellectual Property in the United States; together with the entire right, title and interest in and to said Intellectual Property and all patent applications and patents therefor (including all claims and causes of action in connection therewith and all rights to damages and other remedies for past, current and future infringement of such Intellectual Property), and trademark applications and trademarks therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions thereof; to have and to hold for the sole and exclusive use and benefit of Holdings, its successors and assigns, to the full end of the term and terms for all such patents and trademarks.”

4. Effect of Amendment. Except as expressly provided in Section 1, Section 2 and Section 3 herein, this Amendment shall not constitute an amendment, modification or waiver of any provision of the Assignment Agreement or Bill of Sale, or any rights or obligations of any Party under or in respect of the Assignment Agreement or Bill of Sale. Except as expressly modified by Section 1, Section 2 and Section 3 of this Amendment, the Assignment Agreement and Bill of Sale shall continue in full force and effect. Upon the execution of this Amendment by each Party, each reference in (x) the Assignment Agreement to “this Assignment”, and (y) the Bill of Sale to “this Bill of Sale,” or the words “hereunder,” “hereof,” “herein” or words of similar effect referring to the Assignment Agreement or Bill of Sale, as applicable, shall mean and be a reference to the Assignment Agreement or Bill of Sale, as applicable, as amended by this Amendment, and a reference to the Assignment Agreement or Bill of Sale in any other instrument or document shall be deemed a reference to the Assignment Agreement or Bill of Sale, as applicable, as amended by this Amendment.

5. General. Sections 7 through 10 of the Assignment Agreement shall apply, and are hereby incorporated herein by reference, to this Amendment *mutatis mutandis*.

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IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on their behalf as of the date first written above.

KALERA, INC.

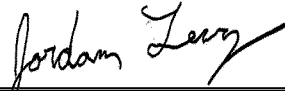
A handwritten signature in dark ink, appearing to read "Douglas Brickley", is written over a horizontal line.

By: Douglas Brickley
In his capacity as Liquidating Trustee of the Kalera,
Inc. Liquidating Trust

SANDTON CAPITAL SOLUTIONS MASTER
FUND V, L.P.

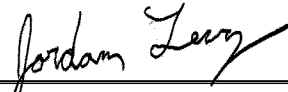

By: Jordan Levy
Its: Authorized Signatory

LACTUCA HOLDINGS, LLC

A handwritten signature in black ink, appearing to read "Jordan Levy", is written over a horizontal line.

By: Jordan Levy
Its: Authorized Signatory

LACTUCA DENVER, LLC

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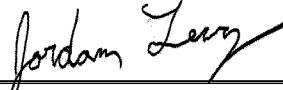
By: Jordan Levy
Its: Authorized Signatory

Signature Page to Amendment No. 1 to Assignment Agreement and Bill of Sale

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LACTUCA ATLANTA, LLC

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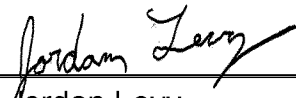
By: Jordan Levy
Its: Authorized Signatory

Signature Page to Amendment No. 1 to Assignment Agreement and Bill of Sale

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LACTUCA HOUSTON, LLC


By: Jordan Levy
Its: Authorized Signatory