

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500470

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Yucatan Foods, LP		12/01/2018	Limited Partnership: DELAWARE
Toluca Gourmet, Inc.		12/01/2018	Corporation: CALIFORNIA
Lifecore Biomedical, LLC		12/01/2018	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn Street, Floor L2		
Internal Address:	Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4612370	CABO FRESH	
Registration Number:	4599828	YUCATAN GUACAMOLE	
Registration Number:	4599822	YUCATAN	
Registration Number:	3523730	TOLUCA GOURMET	
Registration Number:	5528166	LIFECORE	
Registration Number:	5528165	LIFECORE BIOMEDICAL	
Serial Number:	87575612	CABO FRESCO	
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:	3127018637		
Email:	ipdocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	P.O. Box 2828		

CH \$190.00 4612370

Address Line 4:	Chicago, ILLINOIS 60690-2828
ATTORNEY DOCKET NUMBER:	16508847
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	12/03/2018
Total Attachments: 5 source=JPMLandec Trademark Security Agreement Yucatan Acquisition Executed#page1.tif source=JPMLandec Trademark Security Agreement Yucatan Acquisition Executed#page2.tif source=JPMLandec Trademark Security Agreement Yucatan Acquisition Executed#page3.tif source=JPMLandec Trademark Security Agreement Yucatan Acquisition Executed#page4.tif source=JPMLandec Trademark Security Agreement Yucatan Acquisition Executed#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 1, 2018 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made between Landec Corporation (the “Borrower”), the other Persons party hereto as Grantors (collectively with the Borrower and any additional entities which become parties to this Agreement, each a “Grantor”, and collectively, the “Grantors”) and JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the “Administrative Agent”) for the Secured Parties (as defined in the Pledge and Security Agreement, defined below).

WHEREAS, each Grantor is a party to a Pledge and Security Agreement dated as of September 23, 2016 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) among the Borrower, the other grantors party thereto and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in its Trademark Collateral (as defined below).

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

SECTION 1. Defined Terms

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

SECTION 2. Grant of Security Interest

2.1. Grant of Security. Each Grantor hereby pledges, collaterally assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade name or derivations thereof), and regardless of where located (collectively, the “Trademark Collateral”):

(a) (i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto under the heading “Trademarks”; (ii) all licenses of the foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vi) all rights corresponding to any of the foregoing throughout the world; and

(b) (i) any and all licensing agreements or similar arrangements in and to its Trademarks, including, without limitation, each agreement listed or required to be listed in Schedule A attached hereto under the heading “Trademark Licenses”, (ii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (iii) all rights to sue for past, present, and future breaches thereof.

2.2. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any agreement, license or covenant to which any Grantor is a party, and any of its rights or interest thereunder, if and to the extent that a security interest is prohibited by or in violation of (i) any law, rule or regulation applicable to such Grantor, (ii) any intent-to-use trademark application 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 of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law or (iii) any lease, license or agreement or any property subject to a purchase money security interest or similar arrangement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or purchase money arrangement or create a right of termination in favor of any other party thereto after giving effect to the applicable anti-assignment provisions of the UCC or other applicable law, other than proceeds and receivables thereof, the assignment of which is expressly deemed effective under the UCC or other applicable law notwithstanding such prohibition, provided that the Trademark Collateral shall include and such security interest shall attach immediately at such time as the condition causing such violation, invalidation or right of termination shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, agreement, property subject to a purchase money security interest or similar arrangement that does not result in any of the consequences specified above.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent on behalf of and for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and 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 Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Choice of Law

THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 5. Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signatures Immediately Follow]

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

GRANTORS:

YUCATAN FOODS, L.P.

By: Gregory Skinner
Name: Gregory Skinner
Title: Vice President

TOLUCA GOURMET INC.

By: Gregory Skinner
Name: Gregory Skinner
Title: Vice President


LIFECORE BIOMEDICAL, LLC

By: Gregory Skinner
Name: Gregory Skinner
Title: Vice President

[Signature page to Trademark Security Agreement]

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent

By: 
Name: Peter M. Jaeschke
Title: Executive Director

[Signature page to Trademark Security Agreement]

**SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

REGISTERED TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number	Country
Yucatan Foods, LP	CABO FRESH	09/30/2014	4,612,370	US
Yucatan Foods, LP		09/09/2014	4,599,828	US
Yucatan Foods, LP	YUCATAN	09/09/2014	4,599,822	US
Toluca Gourmet, Inc.		10/28/2008	3,523,730	US
Lifecore Biomedical, LLC	LIFECORE	7/31/2018	5,528,166	US
Lifecore Biomedical, LLC	LIFECORE BIOMEDICAL	7/31/2018	5,528,165	US

TRADEMARK APPLICATIONS

Name of Grantor	Trademark	Filing Date	Application Number	Country
Yucatan Foods, LP	CABO FRESCO	08/18/2017	87/575,612	US

TRADEMARK LICENSES

N/A