

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463938

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICAN RIVER NUTRITION, INC.		02/16/2018	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, N.A.		
Street Address:	45 Dan Road		
City:	Canton		
State/Country:	MASSACHUSETTS		
Postal Code:	02021		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2818341	DELTAGOLD	
Registration Number:	4956154	GAMMAGOLD	
Serial Number:	87259101	TRIPLEGOLD	
Serial Number:	87259097	ALPHAGOLD	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F175761		
NAME OF SUBMITTER:	Janet S. Wamsley		
SIGNATURE:	/Janet S. Wamsley/		
DATE SIGNED:	03/01/2018		
Total Attachments: 7			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the “**Agreement**”), dated as of February 16, 2018, is made by and between **AMERICAN RIVER NUTRITION, INC.** (the “**Company**”), a Massachusetts corporation with an address of 333 Venture Way, Hadley, Massachusetts 01035, and **CITIZENS BANK, N.A.** (the “**Lender**”), a national association with an address of 45 Dan Road, Canton, Massachusetts 02021.

Recitals

A. The Company and the Lender are parties to the Loan Agreements (as defined below) setting forth the terms on which the Lender has extended and/or may hereafter extend credit to or for the account of the Company.

B. As a continued condition to maintaining the loan arrangements with the Company, the Lender has required the execution and delivery of this Agreement by the Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Agreements and herein, the parties hereby agree as follows:

1. Definitions. All terms capitalized, but not otherwise defined herein, shall have the same meanings herein as in the Loan Agreements. In addition, the following terms have the meanings set forth below:

“Copyrights” means all of the Company’s right, title and interest in and to all copyrightable works and all copyrights of the Company and licenses thereunder, whether presently existing or hereafter arising, including, but not limited to, the registered copyrights, applications to register copyrights, and unregistered works (if any) listed on Exhibit A.

“Loan Agreements” shall mean, collectively, (i) that certain Loan and Security Agreement dated April 21, 2015 between the Company and the Lender, as amended by that certain First Amendment To Loan and Security Agreement dated February 1, 2016 and that certain Second Amendment To Loan Agreements and Ratification of Loan Documents dated as of February 21, 2017; (ii) that certain Loan and Security Agreement dated June 22, 2015 by and between the Company and the Lender, as amended by that certain First Amendment to Note and Loan and Security Agreement dated March 2, 2016 and that certain Second Amendment to Loan Agreements and Ratification of Loan Documents dated as of February 21, 2017; and (iii) that certain Loan and Security Agreement dated June 22, 2016 between the Company and the Lender, as amended by the First Amendment to Loan Agreements and Ratification of Loan Documents dated as of February 21, 2017.

“Patents” means all of the Company’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including, without limitation, the right to sue for past infringement and damages therefor, and licenses

thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit B.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of the Company’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit C.

2. Security Interest. The Company hereby irrevocably pledges, assigns and transfers to the Lender a continuing security interest (the “**Security Interest**”) with power of sale to the extent permitted by law, in the Copyrights, the Patents and the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreements, the Security Interest is coupled with a security interest in substantially all of the personal property of the Company.

3. Loan Agreements. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Loan Agreements and the Company hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the Security Interest made and granted hereby are more fully set forth in the Loan Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including, without limitation, all representations, warranties and covenants with respect to the Copyrights, the Patents and the Trademarks.

4. Termination. This Agreement shall terminate and the lien of the Security Interests shall be released upon the payment and performance in full of the Obligations pursuant to the terms of the Loan Agreements. Upon the termination of this Agreement, the Lender shall execute all documents, make all filings, and take all other actions reasonably requested by the Company to evidence and record the release of the Security Interests in the Copyrights, the Patents and the Trademarks granted herein.

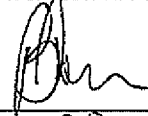
5. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. The receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

6. Governing Law. This Agreement shall be a contract made under and governed by the internal laws of the Commonwealth of Massachusetts applicable to contracts made and to be performed entirely within such Commonwealth, without regard to conflict of laws principles.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date written above.

AMERICAN RIVER NUTRITION, INC.,
as Company

By: 
Name: BARRIE TAN
Its: President

[Signature Page to Intellectual Property Security Agreement]

CITIZENS BANK, N.A.,
as Lender

By: Veronica M. Alger
Name: Veronica M. Alger
Its: Vice President

[Signature Page to Intellectual Property Security Agreement]

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TRADEMARK
REEL: 006282 FRAME: 0315

EXHIBIT A

UNITED STATES COPYRIGHTS

<u>Copyrights</u>	<u>Owner</u>	<u>Application/ Filing Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>

EXHIBIT B

PATENTS

Description	Application Serial No.	Application Date	Patent No.	Patent Date
Tocotrienols and geranylgeraniol from Bixa orellana byproducts	09/577,086	5/4/2000	6,350,453	2/26/2002
Annatto extract compositions, including geranyl geraniols and methods of use	11/845,744	8/27/2007	7,989,006	8/2/2011
Annatto extract compositions, including geranyl geraniols and methods of use	13/181,692	7/13/2011	8,293,290	10/23/2012
Annatto extract compositions including tocotrienols and tocopherols and methods of use	12/168,819	7/7/2008	8,586,109	11/19/2013

EXHIBIT C

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

TRADEMARKS	OWNER	APPLICATION / FILING DATE	APPLICATION / REGISTRATION NO.
ALPHAGOLD	American River Nutrition, Inc.	12/6/2016	App. No. 87259097
DELTAGOLD	American River Nutrition, Inc.	2/21/2002	Reg. No. 2818341
GAMMAGOLD	American River Nutrition, Inc.	9/18/2012	Reg. No. 4956154
TRIPLEGOLD	American River Nutrition, Inc.	12/6/2016	App. No. 87259101

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