

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM613380

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Avante Mezzanine Partners SBIC II, L.P., as Agent		12/01/2020	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	East West Bank, as Agent		
<b>Street Address:</b>	135 N. Los Robles Avenue, 3rd Floor		
<b>City:</b>	Pasadena		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91101		
<b>Entity Type:</b>	National Banking Association: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5230197	PETITE	
<b>Registration Number:</b>	4371756	FRESHSPICE	
<b>Registration Number:</b>	4307025	FLOWER CRYSTALS	
<b>Registration Number:</b>	4315079	HERB CRYSTALS	
<b>Registration Number:</b>	4500162	FRESH ORIGINS	
<b>Registration Number:</b>	4558141	FRESH ORIGINS	
<b>Registration Number:</b>	1809375	SWEET PETITE	
<b>Registration Number:</b>	4983065	BRIGHTFRESH	
<b>Registration Number:</b>	5564544	MINI FLOWER CRYSTALS	
<b>Registration Number:</b>	5564549	MINI HERB CRYSTALS	
<b>Registration Number:</b>	5816551	PETITE	
<b>Registration Number:</b>	5561910	SAVORTREE	
<b>Registration Number:</b>	6190100	SAVORTREE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125774565		
<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>	312-577-8265		
<b>Email:</b>	kristin.brozovic@katten.com		
<b>TRADEMARK</b>			

CH \$340.00 5230197

**Correspondent Name:** Kristin Brozovic c/o Katten  
**Address Line 1:** 525 W Monroe St  
**Address Line 4:** Chicago, ILLINOIS 60661

**ATTORNEY DOCKET NUMBER:** 332779-67

**NAME OF SUBMITTER:** Kristin Brozovic

**SIGNATURE:** /Kristin Brozovic/

**DATE SIGNED:** 12/09/2020

**Total Attachments: 6**

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**ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS**

This ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS (“Assignment”) dated as of December 1, 2020, from AVANTE MEZZANINE PARTNERS SBIC II, L.P., as Agent for the Secured Parties (in such capacity, the “Resigning Agent”), to EAST WEST BANK, as the successor Agent for the Secured Parties (together with its successors and assigns, the “Successor Agent”), effective as of December 1, 2020 (the “Effective Date”).

**W I T N E S S E T H**

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of June 17, 2019, by each Grantor party thereto (collectively, the “Grantors”) in favor of the Resigning Agent, recorded with the United States Patent and Trademark Office on June 19, 2019, at Reel/Frame 6680/0336 (the “Trademark Security Agreement”), the Grantors granted to the Resigning Agent, for the benefit of the Secured Parties, a security interest in and liens on all of such Grantors’ right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement) identified in Schedule A; and

WHEREAS, by that certain Resignation of Agent and Appointment of Successor Agent dated as of December 1, 2020, by and among San Diego Farms LLC, a Delaware limited liability company (“Borrower”), San Diego Farms Holdings LLC, a Delaware limited liability company (“Holdings”), the other Loan Parties party thereto, the Lenders party thereto, Resigning Agent and Successor Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Successor Agent Agreement”), the Resigning Agent resigned as Agent and has assigned all of its rights, powers, discretion and privileges as Agent under the Loan Documents and Trademark Security Agreement to the Successor Agent;

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Resigning Agent hereby acknowledges, agrees and confirms as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Assignment, have the meanings provided or provided by reference in the Successor Agent Agreement or the Trademark Security Agreement.

2. Assignment of Security Interest. Pursuant to, and in accordance with, the Successor Agent Agreement, the Resigning Agent hereby assigns and transfers to the Successor Agent (i) all of its rights, powers, privileges, duties and obligations as Agent under the Trademark Security Agreement, including those with respect to the Trademark Collateral and (ii) all of the liens and Security Interest, granted to, or in favor of, the Resigning Agent for the benefit of the Secured Parties under the Trademark Security Agreement in the Trademark Collateral. From and after the Effective Date, the Resigning Agent’s rights and obligations under the Trademark Security

Agreement shall be vested in the Successor Agent rather than the Resigning Agent, in each case, subject to and in accordance with the Successor Agent Agreement.

3. Further Assurances. The Resigning Agent hereby agrees to duly execute, acknowledge, procure, and deliver (at the Grantors' sole cost and expense) any further documents and to do such other acts as may be reasonably necessary to effect this Assignment.

4. Authorization to Record. The Resigning Agent authorizes and requests that the Commissioner for Trademarks and/or any other applicable government officer record this Assignment.

6. Conflicting Terms. The parties to this Assignment agree that any conflicts between the terms of this Assignment and the terms of the Successor Agent Agreement shall be resolved in favor of the Successor Agent Agreement.

7. Counterparts; Effectiveness. The terms and provisions of Section 9 of the Successor Agent Agreement are hereby incorporated herein by reference, mutatis mutandis, with the same force and effect as if fully set forth herein, and the parties hereto agree to such terms.

8. Applicable Law; Consent to Jurisdiction; Waiver of Jury Trial. The provisions of Sections 10.9 (Applicable Law), 10.14 (Consent to Jurisdiction) and 10.15 (Waiver of Jury Trial) to the Credit Agreement are hereby incorporated herein by reference, mutatis mutandis, with the same force and effect as if each such Section was fully set forth herein, and the parties hereto agree to such terms.

9. Concerning the Successor Agent. East West Bank is entering into this Assignment in its capacity as Agent pursuant to the Successor Agent Agreement, the Credit Agreement and the other Loan Documents pursuant to the direction of the Requisite Lenders. In acting hereunder, the Successor Agent shall be entitled to all of the rights, powers, privileges, protections, indemnities and immunities of the Agent under the Successor Agent Agreement, the Credit Agreement and the other Loan Documents as though fully set forth herein, in each case, subject to the limitations set forth therein.


[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Assignment by its duly authorized officer as of the date first written above,

RESIGNING AGENT:

**AVANTE MEZZANINE PARTNERS SBIC  
II, L.P.**

By: AVANTE MEZZANINE PARTNERS SBIC  
II, LLC, its general partner

By:  \_\_\_\_\_

Name: Ivelisse R. Simon

Title: Authorized Signatory

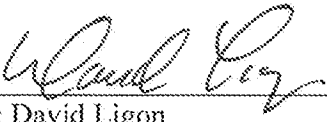
[Signature Page to Assignment of Security Interest in Trademarks]

**TRADEMARK  
REEL: 007128 FRAME: 0079**

Accepted and Agreed:

SUCCESSOR AGENT:

**EAST WEST BANK**

By: 


Name: David Ligon

Title: Managing Director

*[Signature Page to Assignment of Security Interest in Trademarks]*

**SCHEDULE A**

Trademark Registrations

<u>Trademarks</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Reg Date</u>	<u>Status</u>	<u>Registration No.</u>
PETITE	San Diego Farms LLC	05/04/2015	06/27/2017	Registered	5230197
FRESHSPICE	San Diego Farms LLC	12/03/2012	07/23/2013	Registered	4371756
FLOWER CRYSTALS	San Diego Farms LLC	08/16/2012	03/19/2013	Registered	4307025
HERB CRYSTALS	San Diego Farms LLC	05/15/2012	04/2/2013	Registered	4315079
FRESH ORIGINS	San Diego Farms LLC	11/22/2011	03/25/2014	Registered	4500162
FRESH ORIGINS 	San Diego Farms LLC	11/22/2011	07/1/2014	Registered	4558141
SWEET PETITE	San Diego Farms LLC	09/24/1992	12/7/1993	Registered	1809375
BRIGHTFRESH	San Diego Farms LLC	11/02/2015	06/21/2016	Registered	4983065

<u>Trademarks</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Reg Date</u>	<u>Status</u>	<u>Registration No.</u>
MINI FLOWER CRYSTALS	San Diego Farms LLC	01/17/2018	09/18/2018	Registered	5564544
MINI HERB CRYSTALS	San Diego Farms LLC	01/17/2018	09/18/2018	Registered	5564549
PETITE	San Diego Farms LLC	10/13/2017	07/30/2019	Registered	5816551
SAVORTREE	San Diego Farms LLC	02/27/2017	09/11/2018	Registered	5561910
SAVORTREE	San Diego Farms LLC	02/27/2017	11/03/2020	Registered	6190100