

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613385

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
San Diego Farms LLC		12/01/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	East West Bank, as Agent		
Street Address:	135 N. Los Robles Avenue, 3rd Floor		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	Banking Association: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6052747	FRESH ORIGINS MICROGREENS	
Registration Number:	6052748	FRESH ORIGINS	
Registration Number:	6190100	SAVORTREE	
Serial Number:	88649738	MINI FRUIT CRYSTALS	
Serial Number:	88649743	FRUIT CRYSTALS	
Serial Number:	88649747	HERB CRYSTALS	
Serial Number:	88649751	FLOWER CRYSTALS	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	312-577-8265		
Email:	kristin.brozovic@katten.com		
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/		

CH \$190.00 6052747

DATE SIGNED:

12/09/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement"), dated as of December 1, 2020, is made by SAN DIEGO FARMS LLC, a Delaware limited liability company ("Grantor"), in favor of EAST WEST BANK ("EWB"), as agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Note Purchase and Revolving Credit Agreement, dated as of June 17, 2019 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among Grantor, as the Borrower, San Diego Farms Holdings LLC, a Delaware limited liability company ("Holdings"), EWB as Agent and Revolving Agent and the Lenders from time to time party thereto, the Lenders have severally agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is party to that certain Guaranty and Security Agreement of June 17, 2019, by and among Grantor, Holdings, GSB Management Company, LLC, Gourmet Sweet Botanicals, LLC, and the other "Grantors" (as defined therein) from time to time party thereto in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Grantor thereunder, Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement, and if not defined therein, as defined in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby pledges to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor, whether now owned or hereafter acquired or arising (the "Trademark Collateral"):

- (a) all of its Trademarks including, without limitation, those referred to on Schedule 1 hereto;
- (b) the goodwill associated with such Trademarks;
- (c) all renewals and extensions of the foregoing; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and

recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

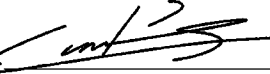
Section 5. Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or electronic mail of any executed signature page to this Security Agreement shall constitute effective delivery of such signature page. This Security Agreement to the extent signed and delivered by means of a facsimile machine or electronic mail (including “.pdf” files) shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or electronic mail (including “.pdf” files) to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or electronic mail (including “.pdf” files) as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 6. Governing Law. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

[Signature Pages Follow]

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

SAN DIEGO FARMS LLC,
as Grantor

By:  _____

Name: Carlos Pancardo

Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

EAST WEST BANK, as Agent

By: 
Name: David Ligon
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007128 FRAME: 0099

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

<u>Trademarks</u>	<u>Owner</u>	<u>Application Date</u>	<u>Registration Date</u>	<u>Status</u>	<u>Application No./Registration No.</u>
FRESH ORIGINS MICROGREENS	San Diego Farms LLC	10/10/2019	05/12/2020	Registered	88649725/ 6052747
FRESH ORIGINS	San Diego Farms LLC	10/10/2019	05/12/2020	Registered	88649729/ 6052748
MINI FRUIT CRYSTALS	San Diego Farms LLC	10/10/2019	N/A	Pending	88649738/ N/A
FRUIT CRYSTALS	San Diego Farms LLC	10/10/2019	N/A	Pending	88649743/ N/A
HERB CRYSTALS	San Diego Farms LLC	10/10/2019	N/A	Pending	88649747/ N/A
FLOWER CRYSTALS	San Diego Farms LLC	10/10/2019	N/A	Pending	88649751/ N/A
SAVORTREE	San Diego Farms LLC	02/27/2017	11/03/2020	Registered	87351301/ 6190100