

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Native Foods Holdings Corporation		01/17/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Huntington Capital Fund III, L.P.
Street Address:	3636 Nobel Drive, Suite 401
Internal Address:	Attention: Tim Bubnack
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92122
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3479319	CALIFORNIA VEGAN
Registration Number:	3530770	EAT PEACE
Registration Number:	4421780	EAT SUNSHINE
Registration Number:	3192990	NATIVE FOODS
Registration Number:	3210862	NATIVE FOODS
Registration Number:	4439259	NATIVE FOODS CAFÉ EST. 1994

CORRESPONDENCE DATA

Fax Number: 8586385130
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 858-677-1400
 Email: susan.reynholds@dlapiper.com
 Correspondent Name: DLA Piper LLP (US)
 Address Line 1: 4365 Executive Dr., Ste. 1100
 Address Line 4: San Diego, CALIFORNIA 92121

TRADEMARK

ATTORNEY DOCKET NUMBER:	387346-2
NAME OF SUBMITTER:	Troy Zander
Signature:	/s/ Troy Zander
Date:	01/21/2014
Total Attachments: 6 source=IPSA#page1.tif source=IPSA#page2.tif source=IPSA#page3.tif source=IPSA#page4.tif source=IPSA#page5.tif source=IPSA#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "**Agreement**") is entered into as of January 17, 2014 by and between HUNTINGTON CAPITAL FUND III, L.P., as Lender pursuant to (and as described in) the Loan Agreement (defined below) ("**Lender**") and NATIVE FOODS HOLDINGS CORPORATION ("**Borrower**").

WHEREAS, Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower, dated of even date herewith (as amended from time to time and including each document referenced therein, the "**Loan Agreement**"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

To secure the Obligations, Borrower grants to Lender, a security interest in all of Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and other rights now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Borrower:

500 N. Dearborn, #1000
Chicago, IL 60654
Attention: Daniel Dolan, CEO
Fax: (312) 605-8109

BORROWER:

NATIVE FOODS HOLDINGS
CORPORATION

By: 

Name: Daniel Dolan

Title: Chief Executive Officer

Address of Lender:

3636 Nobel Drive, Suite 401
San Diego, CA 92122
Attention: Tim Bubnack
Fax: (858) 259-0074

LENDER:

HUNTINGTON CAPITAL FUND III, L.P., a
Delaware limited partnership

By: HFMC III, LLC
Its: General Partner

By: _____

Name: Tim Bubnack

Title: Member

[Signature Page to Intellectual Property Security Agreement]

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500 N. Dearborn, #1000
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Attention: Daniel Dolan, CEO
Fax: (312) 605-8109

BORROWER:

NATIVE FOODS HOLDINGS
CORPORATION

By: _____

Name: Daniel Dolan

Title: Chief Executive Officer


Address of Lender:

3636 Nobel Drive, Suite 401
San Diego, CA 92122
Attention: Tim Bubnack
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LENDER:

HUNTINGTON CAPITAL FUND III, L.P., a
Delaware limited partnership

By: HFMC III, LLC
Its: General Partner

By:  _____

Name: Tim Bubnack

Title: Member

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A - IP SECURITY AGREEMENT

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None registered		



EXHIBIT B - IP SECURITY AGREEMENT

Patents

<u>Description</u>	Registration or Serial <u>Number</u>	Registration or File <u>Date</u>
None registered		

EXHIBIT C - IP SECURITY AGREEMENT

Trademarks

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
CALIFORNIA VEGAN	3,479,319	08/05/08
EAT PEACE	3,530,770	11/11/08
EAT SUNSHINE	4,421,780	10/22/13
NATIVE FOODS	3,192,990	01/02/07
NATIVE FOODS and Design 	3,210,862	02/20/07
NATIVE FOODS CAFÉ & Design 	4,439,259	11/26/13

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