

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380051

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900359241

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Yucatan Foods, L.P.		03/29/2016	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Harvest Capital Credit Corporation
Street Address:	767 Third Avenue
Internal Address:	25th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	85462890	CABO FRESH
Serial Number:	78639941	AVOFRESH
Serial Number:	78377031	SOYQUITO
Serial Number:	78303427	AVOFRESH
Serial Number:	78223231	LA VIDA
Serial Number:	77736318	CABO FRESH
Serial Number:	77588906	AVOHUMMUS
Serial Number:	76395736	SOYQUITO
Registration Number:	4612370	CABO FRESH
Registration Number:	4599828	YUCATAN GUACAMOLE
Registration Number:	4599822	YUCATAN
Registration Number:	3593240	AVORANCH
Registration Number:	3195802	YUCATAN

CORRESPONDENCE DATA

Fax Number: 2029555564

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent***TRADEMARK**

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202.469.5163
Email: dan.neustadt@hklaw.com
Correspondent Name: Daniel C. Neustadt
Address Line 1: Holland & Knight LLP
Address Line 2: 800 17th Street NW, Suite 1100
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	149204.00001
NAME OF SUBMITTER:	Daniel C. Neustadt
SIGNATURE:	/Daniel C. Neustadt/
DATE SIGNED:	04/11/2016

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as from time to time amended, modified, restated, supplemented and in effect, this "Intellectual Property Security Agreement"), dated as of March [•], 2016, is made by YUCATAN FOODS, L.P., a limited partnership ("Grantor"), in favor of HARVEST CAPITAL CREDIT CORPORATION, a Delaware corporation ("Purchaser").

RECITALS:

Pursuant to that certain Senior Subordinated Note Purchase, Guaranty and Security Agreement dated as of the date hereof (as amended, modified, restated or supplemented from time to time, the "Note Purchase Agreement"), among Grantor, Procesadora Tanok, S. DE R.L. DE C.V., a Mexican corporation ("Tanok", and together with any other Person who may from time to time be joined as a Guarantor thereunder, each a "Guarantor" and collectively "Guarantor"; Grantor and Guarantors are collectively referred to as the "Loan Parties") and Purchaser, as sole initial lender, Purchaser will make, or has made and will continue to make loans, advances, and/or other financial accommodations to the Grantor and the Grantor has incurred certain obligations to Purchaser.

Purchaser is willing to make the Loans as provided for in the Note Purchase Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Purchaser this Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Grantor hereby agrees as follows:

Section 1. DEFINED TERMS. (a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note Purchase Agreement.

(b) When used in this Intellectual Property Security Agreement, the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Copyright License" means rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration.

"Copyrights" means all of the following now owned or hereafter adopted or acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (ii) all Proceeds of the foregoing, including 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 renewals and extensions thereof.

"Patents" means all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

"*Patent License*" means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence.

"*Trademark License*" means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

"*Trademarks*" means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

Section 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time, Grantor hereby pledges and grants to Purchaser a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "*Intellectual Property Collateral*"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright license, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License. Notwithstanding anything to the contrary contained herein, the Intellectual Property Collateral shall not include any of the foregoing to the extent it constitutes Excluded Assets.

Section 3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any registered Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property

Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Purchaser in all of Grantor's Patents, Trademarks (other than Excluded Assets) and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements in the applicable filing office in the state of formation of Grantor, all action necessary or desirable to protect and perfect Purchaser's lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

Section 4. COVENANTS. Grantor covenants and agrees with Purchaser that from and after the date of this Intellectual Property Security Agreement and until the payment in full of the Obligations (other than unasserted contingent Obligations that survive termination of the Note Purchase Agreement or any Note Document) (the "Termination Date"):

(a) Grantor shall notify Purchaser promptly if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) material to the operation of Grantor's business may become abandoned or deactivated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any such Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Purchaser prior written notice thereof, and, upon request of Purchaser, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Purchaser) to evidence Purchaser's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or reasonably requested by Purchaser to maintain the Intellectual Property Collateral (other than Intellectual Property Collateral Grantor deems immaterial to, or that is no longer used in, its business, in each case as determined by Grantor in good faith and in its reasonable business judgment), including to maintain the registration of each of the Patents or Trademarks, including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, and to pursue each material application and obtain and maintain the registration of each thereafter.

(d) In the event that any of the Intellectual Property Collateral material to the operation of Grantor's business is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Purchaser promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is not material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Purchaser shall deem reasonably appropriate under the circumstances to protect such Intellectual Property Collateral..

Section 5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Purchaser pursuant to the Note Purchase Agreement. Grantor hereby acknowledges and affirms that the

rights and remedies of Purchaser with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Note Purchase Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Note Purchase Agreement.

Section 8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

[Signature Pages To Follow.]

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

YUCATAN FOODS, L.P.

By: CAMDEN FRUIT CORP.,
its general partner

By: 

Name: Ardeshir Haerizadeh

Title: President

ACCEPTED and ACKNOWLEDGED by:

HARVEST CAPITAL CREDIT CORPORATION

By: _____

Name: Richard Buckanavage

Title: President and CEO

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 005764 FRAME: 0205

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

NONE

II. PATENT APPLICATIONS

NONE

III. PATENT LICENSES

NONE

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

Mark Name	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)	Status
CABO FRESH	Yucatan Foods, LP	September 30, 2014	4612370	LIVE
	Yucatan Foods, LP	September 9, 2014	4599828	LIVE
YUCATAN	Yucatan Foods, LP	September 9, 2014	4599822	LIVE
	Yucatan Foods, LP	(November 2, 2011)	(85462890)	DEAD
AVORANCH	Yucatan Foods, LP	March 17, 2009	3593240	DEAD
	Yucatan Foods, LP	January 9, 2007	3195802	LIVE
AVOFRESH	Yucatan Foods, LP	(May 31, 2005)	(78639941)	DEAD
SOYQUITO	Yucatan Foods, LP	(March 2, 2004)	(78377031)	DEAD
AVOFRESH	Yucatan Foods	(September 22, 2003)	(78303427)	DEAD
LA VIDA	Yucatan Foods, LP	(March 7, 2003)	(78223231)	DEAD
CABO FRESH	Yucatan Foods, LP	(May 13, 2009)	(77736318)	DEAD
AVOHUMMUS	Yucatan Foods, LP	(October 8, 2008)	(77588906)	DEAD
SOYQUITO	Yucatan Foods	(April 11, 2002)	(76395736)	DEAD

II. TRADEMARK APPLICATIONS

NONE

III. TRADEMARK LICENSES

NONE

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

NONE

II. COPYRIGHT APPLICATIONS

NONE

III. COPYRIGHT LICENSES

NONE