

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM430607

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Passport Food Group, LLC		03/31/2017	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	39200 Six Mile Road, M/C 7578		
<b>City:</b>	Livonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	Chartered Bank: TEXAS		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86865559	POPCORN TOFU	
<b>Serial Number:</b>	77163116	HOUSE OF BEE	
<b>Serial Number:</b>	77163059	HOUSE OF BEE	
<b>Serial Number:</b>	75924577	FOOOKIES	
<b>Serial Number:</b>	75924575	HOUSE OF BEE	
<b>Serial Number:</b>	75128519	WING HING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6196992701		
<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>	619-699-2700		
<b>Email:</b>	derek.montebianco@dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US)		
<b>Address Line 1:</b>	401 B Street, Suite 1700		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92101		
<b>NAME OF SUBMITTER:</b>	Matt Schwartz		
<b>SIGNATURE:</b>	/s/ Matt Schwartz		
<b>DATE SIGNED:</b>	06/08/2017		

CH \$165.00 86865559

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of March 31, 2017 by and between COMERICA BANK ("Bank") and PASSPORT FOOD GROUP, LLC, a California limited liability company ("Grantor").

### RECITALS

A. Bank has agreed to make certain loans to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the Obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for payment when due of the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and any other Loan Document arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents shall be cumulative. In the event of a conflict between this Intellectual Property Security Agreement and the Loan Agreement, the terms of the Loan Agreement control.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all valid applications and registrations filed by Grantor with either the United States Patent and Trademark Office or the United States Copyright Office, 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.

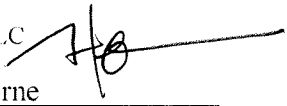
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

2539 E. Philadelphia Street  
Ontario, CA 91761  
Attn: \_\_\_\_\_

PASSPORT FOOD GROUP, LLC

By: Heather Smith Thorne 

Title: President

BANK:

Address of Bank:

39200 Six Mile Road, M/C 7578  
Livonia, Michigan 48152  
Attn: National Documentation Services

COMERICA BANK

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

Title: \_\_\_\_\_

*[Signature Page to Intellectual Property Security Agreement]*

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

GRANTOR:

Address of Grantor:

2539 E. Philadelphia Street  
Ontario, CA 91761  
Attn: \_\_\_\_\_

PASSPORT FOOD GROUP, LLC

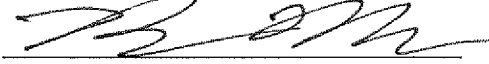
By: \_\_\_\_\_  
Title: \_\_\_\_\_

BANK:

Address of Bank:

39200 Six Mile Road, M/C 7578  
Livonia, Michigan 48152  
Attn: National Documentation Services

COMERICA BANK

By:   
Title: AVP

*[Signature Page to Intellectual Property Security Agreement]*

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

Description

Patent/App. No.

File Date

None.

EXHIBIT C

Trademarks

<u>Trademark</u>	<u>Database</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status</u>
	U.S. State - Washington	51725	24-APR-2007	RENEWED WA
	U.S. State - Washington	29141	04-OCT-2000	RENEWED WA
	U.S. State - Washington	29142	04-OCT-2000	RENEWED WA
POPCORN TOFU	U.S. Federal	5088644	22-NOV-2016	REGISTERED Supplemental Register
	U.S. Federal	3452218	24-JUN-2008	REGISTERED
	U.S. Federal	3452221	24-JUN-2008	REGISTERED
HOUSE OF BEE	U.S. Federal	2603439	06-AUG-2002	RENEWED (REGISTERED)
FOOOKIES	U.S. Federal	2508086	13-NOV-2001	RENEWED (REGISTERED)
	U.S. Federal	2099067	23-SEP-1997	RENEWED (REGISTERED)