

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455884

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SHENANDOAH GROWERS, INC.		12/20/2017	Corporation: VIRGINIA
SWEEVA CORPORATION, INC.		12/20/2017	Corporation: GEORGIA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	Commercial Loan Service Center/DCC
Internal Address:	500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3727638	SWEETWATER GROWERS INC. GEORGIA'S FINEST
Registration Number:	2385544	SHENANDOAH GROWERS
Registration Number:	5272598	FOODS TO BELIEVE IN
Serial Number:	87447456	DAMN TASTY
Serial Number:	87478922	DAMN TASTY PURE ORGANIC FLAVOR
Serial Number:	87384147	Q THE FLAVOR
Serial Number:	87384153	SAPRECE
Serial Number:	87559818	THAT'S TASTY
Serial Number:	87559843	THAT'S TASTY PURE ORGANIC FLAVOR

CORRESPONDENCE DATA

Fax Number: 2158325619

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.

Phone: 215-569-5619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

OP \$240.00 3727638

Address Line 1: Blank Rome LLP
Address Line 2: One Logan Square
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 074658-17034

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 12/26/2017

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 20th day of December, 2017 by **SHENANDOAH GROWERS, INC.**, a Virginia corporation and **SWEEVA CORPORATION, INC.**, a Georgia corporation (each a "Grantor" and collectively, the "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION ("PNC"), in its capacity as agent for the Lenders ("Agent").

W I T N E S S E T H

WHEREAS, Grantor, SHENANDOAH GROWERS, INC., a Virginia corporation, (Shenandoah), SG ASSETS, LLC, a Virginia limited liability company ("SG Assets"), HERBCO INTERNATIONAL CORPORATION, a Washington corporation ("Herbco"), SWEEVA CORPORATION, INC., a Georgia corporation ("Sweeva"), ROUNDHOUSE COMPANIES, INC., a Texas corporation ("Roundhouse", Shenandoah, SG Assets, Herbco, Sweeva and each Person joined thereto as a borrower from time to time, collectively, the "Borrowers" and each a "Borrower"), SG HOLDINGS, LLC, a Virginia limited liability company ("Holdings"), SHENGROW, INC., a Virginia corporation ("Shengrow", Holdings and each Person joined thereto as a guarantor from time to time, collectively, the "Guarantors", and each a "Guarantor" and together with the Borrowers, collectively the "Loan Parties" and each a "Loan Party"), have entered into that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof with the financial institutions which are now or which thereafter become a party thereto (collectively, the "Lenders" and each individually a "Lender") and Agent (as amended, restated, supplemented, or replaced from time to time, the "Loan Agreement"), providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, as security for the Obligations under the Loan Agreement, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights and patents, together with the goodwill of the business symbolized by Grantor's trademarks, copyrights and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for the benefit of itself and Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, copyright, copyright application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the “Trademarks”, such copyrights and copyright applications, the “Copyrights” and such patents and patent applications, the “Patents”), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Copyright or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Except as otherwise permitted under the Loan Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks, Copyrights or Patents without prior written consent of Agent.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Copyrights and Patents listed on Schedule 1 attached hereto constitute all trademarks, trademark applications, copyrights, copyright applications, patents and patent applications owned or registered to Grantor as of the date of this Agreement.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

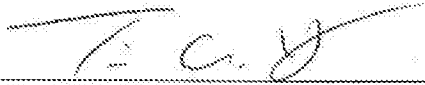
6. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be construed shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York.

7. Termination. This Agreement and the Liens and security interests granted hereunder shall automatically terminate upon a termination of the Loan Agreement pursuant to and in accordance with Article 13 thereof.

[Signatures to appear on following page]

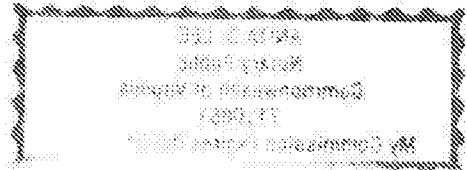
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SHENANDOAH GROWERS, INC.

By: 
Name: Timothy Heydon
Title: President and CEO

SWEEVA CORPORATION, INC.

By: 
Name: Timothy Heydon
Title: President and CEO



[SIGNATURE PAGE TO TRADEMARK, COPYRIGHT, AND PATENT SECURITY AGREEMENT]

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: *Keith Moellering*
Name: Keith Moellering
Title: Senior Vice President

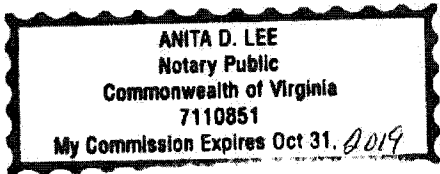
[SIGNATURE PAGE TO TRADEMARK, COPYRIGHT, AND PATENT SECURITY
AGREEMENT]

TRADEMARK
REEL: 006236 FRAME: 0347

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF :

On this 20th of December, 2017, before me personally appeared Timothy Heydon, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of SHENANDOAH GROWERS, INC., a Virginia corporation and SWEEVA CORPORATION, INC., a Georgia corporation, that he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.




[Signature]
Notary Public
My Commission Expires:

County of Ballentine
Commonwealth/State of Virginia
Signed and subscribed before me this 15th
of December, 2017
Witness my hand and official seal.
[Signature] Notary Public

SCHEDULE 1

Trademark	Owner	Country	Registration No. (Application Number)	Registration Date (Application Date)	Status
DAMN TASTY	Shenandoah Growers, Inc.	U.S.A.	(87/447,456)	(05/12/2017)	Filed; Statement of Use/Extension of Time Request due 04/24/2018
DAMN TASTY PURE ORGANIC FLAVOR	Shenandoah Growers, Inc.	U.S.A.	(87/478,922)	(06/07/2017)	Filed; Statement of Use/Extension of Time Request due 04/24/2018
FOODS TO BELIEVE IN	Shenandoah Growers, Inc.	U.S.A.	5,272,598	08/22/2017	Registered; Section 8 & 15 due 08/22/2023
Q THE FLAVOR	Shenandoah Growers, Inc.	U.S.A.	(87/384,147)	(03/24/2017)	Filed; Statement of Use/Extension of Time Request due 03/26/2018
SAPRECE	Shenandoah Growers, Inc.	U.S.A.	(87/384,153)	(03/24/2017)	Filed; Statement of Use/Extension of Time Request due 03/26/2018
SHENANDOAH GROWERS	Shenandoah Growers, Inc.	U.S.A.	2,385,544	09/12/2000	Registered; Section 8 & 9 due 09/12/2020
THAT'S TASTY	Shenandoah Growers, Inc.	U.S.A.	(87/559,818)	(08/08/2017)	Filed; Pending further examination
THAT'S TASTY PURE ORGANIC FLAVOR	Shenandoah Growers, Inc.	U.S.A.	(87/559,843)	(08/08/2017)	Filed; Pending further examination
	SWEEVA CORPORATION, INC.	U.S.A.	3,727,638	12/22/2009	Registered; Section 8 & 9 due 12/22/2019

Trademark	Owner	Country	Registration No. (Application Number)	Registration Date (Application Date)	Status
 <p>SWEETWATER GROWERS INC. GEORGIA'S FINEST FRESH HERBS & SPECIALTY GREENS & Design</p>					

Patents:

Patent Name	Owner	Country	Application No.	Application Date
METHOD FOR GROWING HERBS	Shenandoah Growers, Inc.	U.S.A.	14/314909	06/25/2014
METHOD FOR GROWING HERBS	Shenandoah Growers, Inc.	Canada	CA 2854537	06/18/2014
METHODS AND SYSTEMS FOR GROWING PLANTS	Shenandoah Growers, Inc.	PCT	WO2016US36335 20160608	06/08/2016
METHODS AND SYSTEMS FOR GROWING PLANTS	Shenandoah Growers, Inc.	U.S.A.	14/733882(abandoned)	06/08/2015

Copyright (Registered):

None.

POWER OF ATTORNEY

Dated: December 20, 2017

SHENANDOAH GROWERS, INC., a Virginia corporation and SWEEVA CORPORATION, INC., a Georgia corporation (each a "Grantor" and collectively, the "Grantor"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders (as defined below) under that certain Revolving Credit, Term Loan and Security Agreement among Grantor, SHENANDOAH GROWERS, INC., a Virginia corporation, (Shenandoah), SG ASSETS, LLC, a Virginia limited liability company ("SG Assets"), HERBCO INTERNATIONAL CORPORATION, a Washington corporation ("Herbco"), SWEEVA CORPORATION, INC., a Georgia corporation ("Sweeva"), ROUNDHOUSE COMPANIES, INC., a Texas corporation ("Roundhouse", Shenandoah, SG Assets, Herbco, Sweeva and each Person joined thereto as a borrower from time to time, collectively, the "Borrowers" and each a "Borrower"), SG HOLDINGS, LLC, a Virginia limited liability company ("Holdings"), SHENGROW, INC., a Virginia corporation ("Shengrow", Holdings and each Person joined thereto as a guarantor from time to time, collectively, the "Guarantors", and each a "Guarantor" and together with the Borrowers, collectively the "Loan Parties" and each a "Loan Party"), the financial institutions which are now or which thereafter become a party thereto (collectively, the "Lenders" and each individually a "Lender") and Agent, (as the same has been and may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Intellectual Property Security Agreement between Grantor and Agent dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Security Agreement"), including, without limitation, to execute on behalf of Grantor a supplement to the Intellectual Property Security Agreement, to use the Trademarks, Copyrights and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks, Copyrights or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Copyrights or Patents to anyone else, in each case subject to the terms of the Intellectual Property Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Security Agreement, the Loan Agreement and the Other Documents.

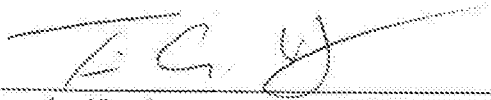
This Power of Attorney shall be irrevocable for the life of the Intellectual Property Security Agreement.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

SHENANDOAH GROWERS, INC.

By: 
Name: Timothy Heydon
Title: President and CEO

SWEEVA CORPORATION, INC.

By: 
Name: Timothy Heydon
Title: President and CEO



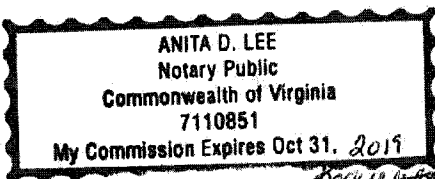
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[SIGNATURE PAGE TO POWER OF ATTORNEY]

COMPANY ACKNOWLEDGMENT

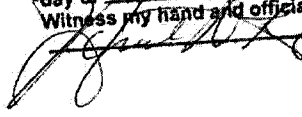
UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF :

On this 20th of December, 2017, before me personally appeared Timothy Heydon, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of SHENANDOAH GROWERS, INC., a Virginia corporation and SWEEVA CORPORATION, INC., a Georgia corporation, that he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.





Notary Public
My Commission Expires:

City/County of Rockbridge
Commonwealth/State of Virginia
Sworn to and subscribed before me this 20th
day of December, 2017
Witness my hand and official seal.
 Notary Public