OP \$115.00 87663093

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM456043

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hollandia Produce Group, Inc.		12/15/2017	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	C.M. Life Insurance Company
Street Address:	1500 Main St., Ste. 2200, PO Box 15189
Internal Address:	c/o Barings LLC
City:	Springfield
State/Country:	MASSACHUSETTS
Postal Code:	01115-5189
Entity Type:	Corporation: CONNECTICUT
Name:	Massachusetts Mutual Life Insurance Company
Street Address:	1500 Main St., Ste. 2200, PO Box 15189
Internal Address:	c/o Barings LLC
City:	Springfield
State/Country:	MASSACHUSETTS
Postal Code:	01115-5189
Entity Type:	Corporation: MASSACHUSETTS
Name:	Tower Square Capital Partners IV, L.P.
Street Address:	1500 Main St., Ste. 2200, PO Box 15189
Internal Address:	c/o Barings LLC
City:	Springfield
State/Country:	MASSACHUSETTS
Postal Code:	01115-5189
Entity Type:	Limited Partnership: DELAWARE
Name:	Tower Square Capital Partners IV-A, L.P.
Street Address:	1500 Main St., Ste. 2200, PO Box 15189
Internal Address:	c/o Barings LLC
City:	Springfield
State/Country:	MASSACHUSETTS
Postal Code:	01115-5189
Entity Type:	Limited Partnership: DELAWARE
	TRADEMARK

TRADEMARK REEL: 006237 FRAME: 0272

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Name:	Barings Corporate Investors
Street Address:	1500 Main St., Ste. 2200, PO Box 15189
Internal Address:	c/o Barings LLC
City:	Springfield
State/Country:	MASSACHUSETTS
Postal Code:	01115-5189
Entity Type:	Business Trust: MASSACHUSETTS
Name:	Barings Participation Investors
Street Address:	1500 Main St., Ste. 2200, PO Box 15189
Internal Address:	c/o Barings LLC
City:	Springfield
State/Country:	MASSACHUSETTS
Postal Code:	01115-5189
Entity Type:	Business Trust: MASSACHUSETTS
Name:	Mosaic Capital Investors I, LP
Street Address:	101 South Tryon Street, Suite 2620
Internal Address:	c/o Mosaic Capital Partners LLC
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28280
Entity Type:	Limited Partnership: DELAWARE
Name:	SEAM Fund II, L.P.
Street Address:	601 West 5th Street, Suite 700
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	87663093	HOME HARVEST PACK
Serial Number:	87474046	
Serial Number:	87474052	PETE'S LIVING GREENS
Serial Number:	87474024	PETE'S LIVING GREENS

CORRESPONDENCE DATA

Fax Number: 6172484000

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.

Email: tmadmin@choate.com

Correspondent Name: Daniel L. Scales

Address Line 1: Two International Place
Address Line 2: Choate Hall & Stewart LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2003759-0158
NAME OF SUBMITTER:	Daniel L. Scales
SIGNATURE:	/daniel I. scales/
DATE SIGNED:	12/27/2017

Total Attachments: 14

source=Hollandia Produce Group - Trademark Security Agreement (December 2017)#page1.tif source=Hollandia Produce Group - Trademark Security Agreement (December 2017)#page3.tif source=Hollandia Produce Group - Trademark Security Agreement (December 2017)#page4.tif source=Hollandia Produce Group - Trademark Security Agreement (December 2017)#page5.tif source=Hollandia Produce Group - Trademark Security Agreement (December 2017)#page5.tif source=Hollandia Produce Group - Trademark Security Agreement (December 2017)#page7.tif source=Hollandia Produce Group - Trademark Security Agreement (December 2017)#page8.tif source=Hollandia Produce Group - Trademark Security Agreement (December 2017)#page9.tif source=Hollandia Produce Group - Trademark Security Agreement (December 2017)#page10.tif source=Hollandia Produce Group - Trademark Security Agreement (December 2017)#page11.tif source=Hollandia Produce Group - Trademark Security Agreement (December 2017)#page11.tif source=Hollandia Produce Group - Trademark Security Agreement (December 2017)#page13.tif source=Hollandia Produce Group - Trademark Security Agreement (December 2017)#page13.tif source=Hollandia Produce Group - Trademark Security Agreement (December 2017)#page13.tif source=Hollandia Produce Group - Trademark Security Agreement (December 2017)#page13.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of December 15, 2017, is made by and between Hollandia Produce Group, Inc., a California corporation, having a business location at the address set forth below next to its signature ("HPG"), and C.M. LIFE INSURANCE COMPANY, MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, TOWER SQUARE CAPITAL PARTNERS IV, L.P., TOWER SQUARE CAPITAL PARTNERS IV-A, L.P., BARINGS CORPORATE INVESTORS, BARINGS PARTICIPATION INVESTORS, MOSAIC CAPITAL INVESTORS I, LP and SEAM FUND II, L.P. (collectively, the "Lenders" and each, together with its respective participants, successors and assigns, a "Lender"), each Lender having a business location at the address set forth below next to its signature.

Recitals

Hollandia Produce, L.P., a California limited partnership ("Hollandia"), Green Growth Consulting, LLC, a California limited liability company ("Green Growth"), Advanced Sustain Ability, LLC, a California limited liability company ("Advanced") and Hollandia Flowers, LLC, a California limited liability company ("Flowers" and, together with Hollandia, Green Growth and Advanced, "Borrowers," and each, together with its successors and permitted assigns, a "Borrower") and Lenders are parties to (i) that certain Note Purchase Agreement (as amended, modified, supplemented or restated from time to time, the "Note Purchase Agreement") and (ii) that certain Security and Pledge Agreement (as amended, modified, supplemented or restated from time to time, the "Security Agreement") dated as of December 31, 2015, setting forth the terms on which Lenders may now or hereafter extend credit to or for the account of any Borrower.

As a condition to extending credit to or for the account of any Borrower, Lenders have required the execution and delivery of this Agreement by HPG.

ACCORDINGLY, in consideration of the mutual covenants contained in the Note Documents and herein, the parties hereby agree as follows:

1. <u>Definitions</u>. All terms defined in the Recitals hereto or in the Note Purchase Agreement that are not otherwise defined herein shall have the meanings given to them in the Note Purchase Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of HPG's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of HPG's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and

- applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.
- 2. <u>Security Interest</u>. HPG hereby pledges, collaterally assigns and grants to Lender a Lien and security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks (other than, in each case, to the extent constituting Excluded Assets) to secure payment of the Obligations. As set forth in, and subject to, the Note Purchase Agreement and Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of HPG. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.
- 3. <u>Representations, Warranties and Agreements</u>. HPG represents, warrants and agrees as follows:
 - (a) Existence; Authority. HPG is a duly organized limited liability company, validly existing under the laws of its state of organization, and this Agreement has been duly authorized by all necessary action on the part of HPG.
 - (b) Patents. Exhibit A accurately lists all Patents owned or controlled by HPG as of the date hereof, or to which HPG has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof; provided, however, that Exhibit A need not list Patents for which there are no applications or registrations and which are not material to HPG's or any Affiliate's business(es). If after the date hereof, HPG owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then HPG shall within 60 days provide written notice to Lenders with a replacement Exhibit A, which upon acceptance by Lenders shall become part of this Agreement.
 - (c) <u>Trademarks</u>. Exhibit B accurately lists all Trademarks owned or controlled by HPG as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to HPG's or any Affiliate's business(es). If after the date hereof, HPG owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to HPG's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then HPG shall promptly provide written notice to Lenders with a replacement Exhibit B, which upon acceptance by Lenders shall become part of this Agreement.

(d) [Reserved].

- (e) <u>Title</u>. Except as set forth on Schedule 5.15 to the Note Purchase Agreement, (i) HPG owns the Patents and Trademarks free and clear of all restrictions (including covenants not to sue any Person), court orders, injunctions, decrees, writs or Liens, and (ii) no Person other than HPG owns or has been granted any right in the Patents or Trademarks.
- (f) No Sale. Except as permitted in the Note Purchase Agreement, HPG will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Lenders' prior written consent (such consent not to be unreasonably withheld, delayed or conditioned).
- (g) <u>Defense</u>. HPG will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens (other than a Patent or Trademark that has been abandoned or is no longer necessary for the conduct of HPG's business as reasonably determined by HPG).
- (h) <u>Maintenance</u>. HPG will at its own expense maintain the Patents and the Trademarks (other than a Patent or Trademark that has been abandoned or is no longer necessary for the conduct of HPG's business as reasonably determined by HPG) including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor.
- (i) <u>Lenders' Right to Take Action</u>. If HPG fails to perform or observe any of its covenants or agreements set forth in this Section 3, or if HPG notifies Lenders that it intends to abandon a Patent or Trademark, Lenders may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of HPG (or, at Lenders' option, in Lenders' own names) and may (but need not) take any and all other actions which Lenders may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.
- (j) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, HPG shall pay Lender on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Lenders in connection with or as a result of Lenders' taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Lender at the rate set forth in the Note Purchase Agreement. Lenders shall promptly provide HPG with documentation for all out-of-pocket costs, fees and expenses of Lenders for which HPG must reimburse Lenders or which HPG must pay hereunder.

- Power of Attorney. HPG hereby irrevocably appoints (which appointment is coupled with an interest) the Required Holders at the time outstanding (exclusive of any Notes then owned by the Borrowers) (the Required Holders and their respective delegates being herein referred to as the "Required Lenders"), as the attorney-in-fact of HPG with the right (but not the duty) from time to time upon the occurrence and during the continuation of an Event of Default, to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of HPG, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by HPG under this Section 3, or, necessary for Lenders, after the occurrence and during the continuation an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. HPG hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Note Purchase Agreement as provided therein and the payment and performance of all Obligations.
- 4. <u>HPG's Use of the Patents and Trademarks</u>. HPG shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.
- 5. <u>Events of Default</u>. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "<u>Event of Default</u>"): an Event of Default (as defined in the Note Purchase Agreement) (subject to any applicable grace periods) shall occur.
- 6. <u>Remedies</u>. Upon the occurrence of an Event of Default and at any time thereafter, Lenders may, at their option, take any or all of the following actions:
 - (a) Lenders may exercise any or all remedies available under the Note Purchase Agreement and Security Agreement.
 - (b) Lenders may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.
 - (c) Lenders may enforce the Patents and Trademarks and any licenses thereunder, and if Lenders shall commence any suit for such enforcement, HPG shall, at the request of Lenders, do any and all lawful acts and execute any and all proper documents required by Lenders in aid of such enforcement.

Notwithstanding anything to the contrary set forth herein, the Required Lenders shall have the right to exercise (whether before or after the occurrence of any Event of Default) on behalf of and for the benefit of all of the Lenders, all of the rights and remedies of the Lenders relating to the Trademarks and Patents which arise under or are referred to in this Agreement (including the exercise of any power of attorney granted herein and the right to enforce this

Agreement, by judicial proceedings or otherwise, to foreclose the Liens created hereby, to take possession of and to sell the Trademarks and Patents (or any part thereof), and/or to direct the time, method and place of conducting any proceeding for any such remedy or exercising any such right) and all such rights and remedies may only be exercised by the Required Lenders or by a duly authorized representative (or representatives) appointed by the Required Lenders.

- 7. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to any choice of law or conflicts of law provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.
- 8. <u>Severability of Invalid Provisions</u>. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- 9. <u>Duplicate Originals; Counterpart Execution</u>. Two or more duplicate originals of this Agreement may be signed by the parties, each duplicate of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement may be executed in several counterparts, without the requirement that all parties sign each counterpart. Each of such counterparts shall be an original, but all counterparts together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page to this Agreement by telecopier or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement. HPG shall promptly send its original of each counterpart to Lenders, but HPG's failure to do so shall not affect the validity, enforceability, and binding effect of this Agreement. Lenders may execute this Agreement if appropriate for the purpose of filing, but the failure of Lenders to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement.
- 10. WAIVER OF JURY TRIAL. EACH OF HPG AND LENDERS WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, BETWEEN LENDERS AND HPG ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH. HPG AND LENDERS HEREBY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.
- 11. <u>Miscellaneous</u>. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Lenders and HPG. A waiver signed by Lenders shall be effective only in the specific instance and for the specific purpose given. No course of dealing or delay or failure to assert any Event

of Default shall constitute a waiver of that Event of Default or of any prior or subsequent Event of Default. All rights and remedies of Lenders are cumulative and not exclusive of any other rights or remedies, and shall be in addition to every other right, power, and remedy that Lenders may have, whether specifically granted herein or hereafter existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Lenders may deem expedient in its sole discretion. All notices to be given to HPG under this Agreement shall be given in the manner and with the effect provided in the Note Purchase Agreement. Lenders shall not be obligated to preserve any rights HPG may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of the Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of HPG and Lenders and their respective participants, successors and assigns and shall take effect when signed by HPG and delivered to Lenders, and HPG waives notice of Lenders' acceptance hereof. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by HPG shall have the same force and effect as the original for all purposes of a financing statement. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

12. <u>Subordination and Intercreditor Agreement.</u>

- (a) Notwithstanding anything herein to the contrary, the rights and remedies of the Lenders hereunder are subject to the provisions of that certain Subordination and Intercreditor Agreement dated as of the date hereof by and among, among others, the Borrower, the Lenders and NBH Capital Finance, a division of NBH Bank, N.A. (as amended, restated, supplemented or otherwise modified in accordance with the terms thereof, the "<u>Transaction Subordination Agreement</u>"). In the event of any conflict between the terms of the Transaction Subordination Agreement and this Agreement, the terms of the Transaction Subordination Agreement shall govern and control.
- (b) Nothing contained in the Transaction Subordination Agreement shall be deemed to modify any of the provisions of this Agreement as among, among others, the Borrower and the Lenders. Each of the parties hereto agrees that it will be bound by and will take no actions contrary to the provisions of the Transaction Subordination Agreement prior to the payment in full of all LENDER B Indebtedness (as defined in the Transaction Subordination Agreement).

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Hollandia Produce Group, Inc. 1545 Santa Monica Road Carpinteria, CA 93013

HOLLANDIA PRODUCE GROUP, INC.

Name: Bill Farwell

Title: Chief Financial Officer

Signature Page to Patent and Trademark Security Agreement

C.M. Life Insurance Company c/o Barings LLC 1500 Main Street, Suite 2200 PO Box 15189 Springfield, MA 01115-5189 C.M. LIFE INSURANCE COMPANY

By: Barings LLC,

as Investment Manager

Name:

Title:

Christina Emery Managing Director

Massachusetts Mutual Life Insurance

Company

c/o Barings LLC 1500 Main Street, Suite 2200

PO Box 15189

Springfield, MA 01115-5189

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

By: Barings LLC,

as Investment Manager

Name:

Title:

Christina Ĕmery **Managing** Director

Tower Square Capital Partners IV, L.P. c/o Barings LLC 1500 Main Street, Suite 2200 PO Box 15189

Springfield, MA 01115-5189

TOWER SQUARE CAPITAL PARTNERS IV, L.P.

By: Barings LLC,

as Investment Manager

Name:

Title:

Christina Emery Managing Director

Tower Square Capital Partners IV-A, L.P, c/o Barings LLC 1500 Main Street, Suite 2200 PO Box 15189

Springfield, MA 01115-5189

TOWER SQUARE CAPITAL PARTNERS IV-A, L.P.

By: Barings LLC,

as Investment Manager

Name:

Title:

Christina Emery Managing Director

Signature Page to Patent and Trademark Security Agreement

Barings Corporate Investors c/o Barings LLC 1500 Main Street, Suite 2200 PO Box 15189 Springfield, MA 01115-5189

BARINGS CORPORATE INVESTORS

By: Barings LLC

as Investment Advisor

Name:

Title:

Christina Emery

The foregoing is executed on behalf of Barings Corporate Investors, organized under a Declaration of Trust, dated September 13, 1985, as amended from time to time. The obligations of such Trust are not Personally binding upon, nor shall resort be had to the property of, any of the Trustees, shareholders, officers, employees or agents of such Trust, but the Trust's property only shall be bound.

Barings Participation Investors c/o Barings LLC 1500 Main Street, Suite 2200 PO Box 15189 Springfield, MA 01115-5189

BARINGS PARTICIPATION INVESTORS

By: Barings LLC

as Investment Advisor

Name:

Title:

Christina Emery Investment Officer

The foregoing is executed on behalf of Barings Participation Investors, organized under a Declaration of Trust, dated April 7, 1988, as amended from time to time. The obligations of such Trust are not Personally binding upon, nor shall resort be had to the property of, any of the Trustees, shareholders, officers, employees or agents of such Trust, but the Trust's property only shall be bound.

Mosaic Capital Investors I, LP c/o MOSAIC CAPITAL PARTNERS LLC 101 South Tryon Street, Suite 2620 Charlotte, NC 28280

MOSAIC CAPITAL INVESTORS I, LP

By: Mosaic Capital Investors, LLC, Its General Partner

Name: STEPHEN W. Buchanga Title: March Civil Patrale 17

SEAM Fund II, LP 601 West 5th Street, Suite 700 Los Angeles, California 90071

SEAM FUND II, L.P.

By: SEAM II GP, LLC, Its General Partner

By:_______ Name: Title:

Signature Page to Patent and Trademark Security Agreement

Mosaic Capital Investors I, LP c/o MOSAIC CAPITAL PARTNERS LLC 101 South Tryon Street, Suite 2620 Charlotte, NC 28280

MOSAIC CAPITAL INVESTORS I, LP

By: Mosaic Capital Investors, LLC, Its General Partner

By:________
Name:
Title:

SEAM Fund II, LP 601 West 5th Street, Suite 700 Los Angeles, California 90071

SEAM FUND II, L.P.

By: SEAM II GP, LLC, Its General Partner

Name: Iain G. Douglas

Title: Member

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u> <u>Patent Number</u> <u>Issue Date</u>

[NONE]

UNITED STATES PATENT APPLICATIONS

<u>Title</u> <u>Serial Number</u> <u>Filing Date</u>

[NONE]

FOREIGN ISSUED PATENTS

<u>Title</u> <u>Country</u> <u>Patent Number</u> <u>Issue Date</u>

[NONE]

FOREIGN PATENT APPLICATIONS

<u>Title</u> <u>Serial Number</u> <u>Filing Date</u>

[NONE]

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	Registration Number	Registration Date
	[NONE]	

APPLICATIONS

<u>Mark</u>	Application Number	Application Date
HOME HARVEST PACK	87/663093	October 27, 2017
WE LIVE FOR LETTUCE	87/559034	August 7, 2017
	87/474046	June 3, 2017
FARM AT TABLE	87/561298	August 8, 2017
OUR ROOTS ARE SHOWING	87/559452	August 7, 2017
PETE'S LIVING GREENS	87/474052	June 3, 2017
PETES LIVING Greens	87/474024	June 2, 2017

Exh. B

COLLECTIVE MEMBERSHIP MARKS

[NONE]

UNREGISTERED MARKS

[NONE]

Exh. B

TRADEMARK REEL: 006237 FRAME: 0288

RECORDED: 12/27/2017