

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471862

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pressed Juicery, Inc.		04/26/2018	Corporation: DELAWARE
Pressed Manufacturing, LLC		04/26/2018	Limited Liability Company: CALIFORNIA
Dinuba Properties, LLC		04/26/2018	Limited Liability Company: CALIFORNIA
3530 E. Church Avenue, LLC		04/26/2018	Limited Liability Company: CALIFORNIA
Pressed Juicery Nevada LLC		04/26/2018	Limited Liability Company: NEVADA
Pressed Juicery Hawaii LLC		04/26/2018	Limited Liability Company: DELAWARE
Pressed Juicery New York LLC		04/26/2018	Limited Liability Company: DELAWARE
Pressed Juicery Columbus Turnstyle LLC		04/26/2018	Limited Liability Company: NEW YORK
Pressed Juicery 329 Lafayette Street LLC		04/26/2018	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

Name:	Pacific Mercantile Bank
Street Address:	949 South Coast Drive
Internal Address:	3rd Floor
City:	Costa Mesa
State/Country:	CALIFORNIA
Postal Code:	92626
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4289459	PRESSED JUICERY GET BACK TO YOUR ROOTS
Registration Number:	4560839	
Registration Number:	4560840	
Registration Number:	5002877	PRESSED JUICERY
Registration Number:	5126877	PRESSED JUICERY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5126879	PRESSED JUICERY
Registration Number:	5126880	PRESSED JUICERY GET BACK TO YOUR ROOTS
Registration Number:	5126878	PRESSED JUICERY GET BACK TO YOUR ROOTS
Registration Number:	4057331	PRESSED JUICERY GET BACK TO YOUR ROOTS
Registration Number:	4139784	PRESSED JUICERY GET BACK TO YOUR ROOTS
Serial Number:	87158964	PRESSED ON TIME
Serial Number:	87158987	PRESSED ON TIME

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F176778 TM
NAME OF SUBMITTER:	Robin Dunn
SIGNATURE:	/Robin Dunn/
DATE SIGNED:	04/30/2018

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of **April 26, 2018** by and between **PACIFIC MERCANTILE BANK** ("Lender") and **PRESSED JUICERY, INC.**, a Delaware corporation, **PRESSED MANUFACTURING, LLC**, a California limited liability company, **DINUBA PROPERTIES, LLC**, a California limited liability company ("Dinuba"), **3530 E. CHURCH AVENUE, LLC**, a California limited liability company, **PRESSED JUICERY NEVADA LLC**, a Nevada limited liability company, **PRESSED JUICERY HAWAII LLC**, a Delaware limited liability company, **PRESSED JUICERY NEW YORK LLC**, a Delaware limited liability company, **PRESSED JUICERY COLUMBUS TURNSTYLE LLC**, a New York limited liability company and **PRESSED JUICERY 329 LAFAYETTE STREET LLC**, a New York limited liability company (each a "Grantor" and collectively, the "Grantors"), with reference to the following facts:

A. Lender and Grantors (other than Dinuba) are parties to that certain Loan and Security Agreement dated as of even date herewith (as amended from time to time, the "RL/TL Loan Agreement").

B. Lender and Dinuba are parties to that certain Loan and Security Agreement, dated as of even date herewith (as amended from time to time, the "Real Estate Loan Agreement" and together with the RL/TL Loan Agreement, the "Loan Agreements") (Capitalized terms used herein have the meaning assigned in the RL/TL Loan Agreement or the Real Estate Loan Agreement, as applicable.)

C. Grantors (other than Dinuba) have entered into that certain Continuing Guaranty, dated as of even date herewith, whereby such Grantors have agreed to guarantee the obligations of Dinuba under the Real Estate Loan Agreement, which guaranty shall be secured by all of the Collateral of such Grantor.

D. Dinuba has entered into that certain Continuing Guaranty, dated as of even date herewith, whereby Dinuba has agreed to guarantee the obligations of the other Grantors under the RL/TL Loan Agreement, which guaranty shall be secured by all of the Collateral of Dinuba.

E. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein) of the Grantors.

Grantors agree as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreements, Grantors grant to Lender a security interest in all of Grantors' right, title and interest in Grantors' Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions

foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantors represent and warrant that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantors shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with Section 5.8 of the Loan Agreements.

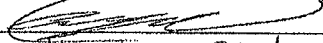
4. This Agreement is being executed and delivered pursuant to the Loan Agreements and the other Loan Documents; nothing herein limits any of the terms or provisions of the Loan Agreements and Loan Documents, and Lender's rights hereunder and under the Loan Agreements and Loan Documents are cumulative. This Agreement, the Loan Agreements and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Lender and Grantors shall be governed by and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

[signatures on next page]

Address of Grantor:

1550 17th Street
Santa Monica, CA 90404

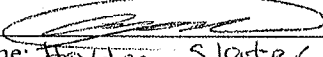
PRESSED JUICERY, INC.

By: 
Name: Hayden Slater
Title: CEO

Address of Grantor:

1550 17th Street
Santa Monica, CA 90404

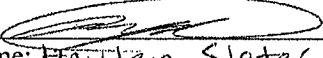
3530 E. CHURCH AVENUE, LLC

By: 
Name: Hayden Slater
Title: CEO

Address of Grantor:

1550 17th Street
Santa Monica, CA 90404

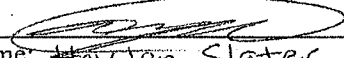
PRESSED JUICERY HAWAII LLC

By: 
Name: Hayden Slater
Title: CEO

Address of Grantor:

1550 17th Street
Santa Monica, CA 90404

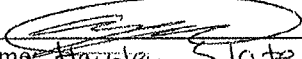
PRESSED JUICERY COLUMBUS
TURNSTYLE LLC

By: 
Name: Hayden Slater
Title: CEO

Address of Grantor:

1550 17th Street
Santa Monica, CA 90404

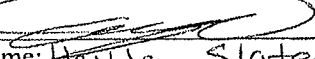
PRESSED MANUFACTURING, LLC

By: 
Name: Hayden Slater
Title: CEO

Address of Grantor:

1550 17th Street
Santa Monica, CA 90404

PRESSED JUICERY NEVADA LLC

By: 
Name: Hayden Slater
Title: CEO

Address of Grantor:

1550 17th Street
Santa Monica, CA 90404

PRESSED JUICERY NEW YORK LLC

By: 

Name: Hayden Slater
Title: CEO

Address of Grantor:

1550 17th Street
Santa Monica, CA 90404

PRESSED JUICERY 329 LAFAYETTE
STREET LLC

By: 

Name: Hayden Slater
Title: CEO

Address of Grantor:

1900 East Davis Drive
Dinuba, CA 93618

DINUBA PROPERTIES, LLC

By: 

Name: Hayden Slater
Title: CEO

Address of Lender:

949 South Coast Drive, 3rd Floor
Costa Mesa, CA 92626

PACIFIC MERCANTILE BANK

By: _____

Name: _____
Title: _____

[Signature Page—Intellectual Property Security Agreement]

TRADEMARK

REEL: 006358 FRAME: 0020

Address of Grantor:

1550 17th Street
Santa Monica, CA 90404

PRESSED JUICERY NEW YORK LLC

By: _____
Name: _____
Title: _____

Address of Grantor:

1550 17th Street
Santa Monica, CA 90404

PRESSED JUICERY 329 LAFAYETTE
STREET LLC

By : _____
Name: _____
Title: _____

Address of Grantor:

1900 East Davis Drive
Dinuba, CA 93618


DINUBA PROPERTIES, LLC

By : _____
Name: _____
Title: _____

Address of Lender:

949 South Coast Drive, 3rd Floor
Costa Mesa, CA 92626

PACIFIC MERCANTILE BANK

By: 
Name: GARY REGAN
Title: SVP

[Signature Page—Intellectual Property Security Agreement]

SCHEDULE A

Trademarks

<u>Grantor</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
USPTO	Pressed On Time	87158964	09/01/16
USPTO	Pressed On Time	87158987	09/01/16
USPTO	Pressed Juicery Get Back To Your Roots (And Design)	4289459	02/12/13
USPTO	Roots Design	4560839	07/01/14
USPTO	Roots Design	4560840	07/01/14
USPTO	Pressed Juicery	5002877	07/19/16
USPTO	Pressed Juicery	5126877	01/24/17
USPTO	Pressed Juicery	5126879	01/24/17
USPTO	Pressed Juicery Get Back To Your Roots Logo	5126880	01/24/17
USPTO	Pressed Juicery Get Back To Your Roots Logo	5126878	01/24/17
USPTO	Pressed Juicery Get Back To Your Roots	4057331	11/15/11
USPTO	Pressed Juicery Get Back To Your Roots	4139784	05/08/12

SCHEDULE B

Patents and Patent Applications

<u>Matter Description</u>	<u>Country</u>	<u>Patent/Appl. No.</u>	<u>Filing Date</u>
Apparatus And Processes For Extracting Ready To Drink Beverages, Freeze And Toppings	United States of America	14/797,595	07/13/15
Apparatus And Processes For Extracting And Distributing Ready To Drink Beverages	United States of America	14/936,603	11/09/15
Apparatus And Processes For Extracting And Distributing Ready To Drink Beverages	Canada	2,967,406	05/08/17
Apparatus And Processes For Extracting And Distributing Ready To Drink Beverages	China	201580061413.5	05/11/27
Apparatus And Processes For Extracting And Distributing Ready To Drink Beverages	EPO	15858284.1	06/08/27
Apparatus And Processes For Extracting And Distributing Ready To Drink Beverages	Japan	2017-544560	05/09/17
System And Process For Destroying C. Botulinum Spores In Pressed Beverage Using Thermal Pascalization	United States of America	15/588,528	05/05/17

SCHEDULE C

Copyrights Registered with the United States Copyright Office

<u>Registration Number</u>	<u>Registration or Filing Date</u>	<u>Copyright</u>
TX0007967538	10/07/14	JUICE: Recipes for Juicing, Cleansing & Living Well [by Carly de Castro, Hedi Gores & Hayden Slater]
TX0007466568	11/08/11	Create a Cleanse.
VA0001800045	11/08/11	Greens 1.