

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480298

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Nuts Holdings, LLC		07/02/2018	Limited Liability Company: DELAWARE
American Nuts Operations, LLC		07/02/2018	Limited Liability Company: DELAWARE
American Nuts, LLC		07/02/2018	Limited Liability Company: CALIFORNIA
All Nuts and Snacks, LLC		07/02/2018	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	ZB, N.A.
Doing Business As:	California Bank & Trust
Street Address:	550 S. Hope Street
Internal Address:	Suite 300
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	86945743	BROUGHT BY NATURE
Serial Number:	86332670	AMERICAN NUTS

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: 2023704790

Email: ipteam@cogencyglobal.com

Correspondent Name: Andy Hackett

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

OP \$65.00 86945743

ATTORNEY DOCKET NUMBER:	F177906
NAME OF SUBMITTER:	Robin Dunn
SIGNATURE:	/Robin Dunn/
DATE SIGNED:	07/02/2018

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 2, 2018 by and between **ZB, N.A. dba CALIFORNIA BANK & TRUST** ("Lender") and **AMERICAN NUTS HOLDINGS, LLC**, a Delaware limited liability company; **AMERICAN NUTS OPERATIONS, LLC**, a Delaware limited liability company; **AMERICAN NUTS, LLC**, a California limited liability company and **ALL NUTS AND SNACKS, LLC**, a California limited liability company (collectively, the "Grantor"), with reference to the following facts:

A. Lender and Grantor are parties to that certain Loan and Security Agreement dated July 2, 2018 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to Lender a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's 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 and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the 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. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor as of the date hereof, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor as of the date hereof, 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 as of the date hereof.

3. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Lender's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement 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. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Lender and Grantor 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:

American Nuts Holdings, LLC
1256 Main Street, Suite 256
Southlake, TX 76092

American Nuts Operations
America Nuts, LLC
All Nuts and Snacks, LLC
12950 San Fernando Road
Sylmar, CA 91342

Grantor:

AMERICAN NUTS HOLDINGS, LLC

By: SB
Name: Sam Banon
Title: Secretary

AMERICAN NUTS OPERATIONS, LLC

By: SB
Name: Sam Banon
Title: Secretary

AMERICAN NUTS, LLC

By: SB
Name: Sam Banon
Title: Secretary

ALL NUTS AND SNACKS, LLC

By: SB
Name: Sam Banon
Title: Secretary

Address of Lender:

550 S. Hope Street, Suite 300
Los Angeles, CA 90071

Lender:

**ZB, N.A. dba CALIFORNIA BANK &
TRUST**

By: _____
Name: _____
Title: _____

[Signature Page—Intellectual Property Security Agreement]

Address of Grantor:

American Nuts Holdings, LLC
1256 Main Street, Suite 256
Southlake, TX 76092

American Nuts Operations
America Nuts, LLC
All Nuts and Snacks, LLC
12950 San Fernando Road
Sylmar, CA 91342

Grantor:

AMERICAN NUTS HOLDINGS, LLC

By: _____
Name: _____
Title: _____

AMERICAN NUTS OPERATIONS, LLC

By: _____
Name: _____
Title: _____

AMERICAN NUTS, LLC

By: _____
Name: _____
Title: _____

ALL NUTS AND SNACKS, LLC

By: _____
Name: _____
Title: _____

Address of Lender:

550 S. Hope Street, Suite 300
Los Angeles, CA 90071

Lender:

ZB, N.A. dba CALIFORNIA BANK &
TRUST

By: Kim Kim
Name: Kim Kim
Title: Vice President

[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>
American Nuts Import- Export, Inc. ¹	Brought By Nature	86945743	18-MAR-2016
American Nuts Import- Export Inc.	American Nuts	86332670	21-JUN-2016

“Perpetual, nonexclusive, royalty-free, worldwide, assignable, sublicensable license” in Consulting Agreement between American Nuts Inc. and Skills Four, Inc. dated June of 2017.

¹ Predecessor by merger to American Nuts, LLC.

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None.		

SCHEDULE C

Copyrights Registered with the United States Copyright Office

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None.		