

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490526

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FreshRealm, LLC		08/10/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Calavo Growers, Inc.		
Street Address:	1141 A Cummings Road		
City:	Santa Paula		
State/Country:	CALIFORNIA		
Postal Code:	93060		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4932815	FRESHREALM	
Registration Number:	4874892	FRESHREALM	
Serial Number:	87411510	FRESH PORTER	
Serial Number:	87411507	FRESH PORTER	
Serial Number:	87411505	FRESH PORTER	
Serial Number:	87405102	THE POWER OF FRESH THINKING	
Serial Number:	87405093	THE POWER OF FRESH THINKING	
CORRESPONDENCE DATA			
Fax Number:	3102014746		
<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>			
Phone:	310-553-4441		
Email:	sgold@troygould.com		
Correspondent Name:	Sharon R. Gold		
Address Line 1:	1801 Century Park East		
Address Line 2:	Suite 1600		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Sharon R. Gold		
SIGNATURE:	/Sharon R. Gold/		

OP \$190.00 4932815

DATE SIGNED:	09/18/2018
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement"), effective as of August 10, 2018 (the "Effective Date"), is made by FreshRealm, LLC, a Delaware limited liability company, with offices at 34 North Palm Street, Suite 100, Ventura, California 93001 ("Grantor"), for the benefit of Calavo Growers, Inc., a California corporation (the "Secured Party").

WHEREAS, the Secured Party and the Grantor are parties to that certain Note and Membership Unit Purchase Agreement dated July 31, 2018 (the "Purchase Agreement");

WHEREAS, in connection with the execution and delivery of a promissory note dated as of the Effective Date, as required under the Purchase Agreement (the "Note"), given by the Grantor in favor of the Secured Party, the Grantor and Secured Party entered into that certain Security Agreement (the "Security Agreement"), effective as of the Effective Date, pursuant to which the Grantor granted to the Secured Party, as security for the payment and performance of a secured obligation to the Secured Party, a first and prior security interest in and a lien upon all of the Grantor's right, title and interest to, in and under Grantor's personal property, wherever located and whether now existing or owned or hereafter acquired or arising, including the personal property set forth on Exhibit A hereto, in which the Grantor may otherwise have any right, title or interest and including all proceeds of, and substitutions for, all of the foregoing ("Collateral"), which, the Grantor agrees, created a continuing security interest in the Collateral.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt, sufficiency and value of which are hereby agreed and acknowledged, the Grantor and the Secured Party, intending to be legally bound, agree as follows:

1. Definitions. Unless otherwise defined in this Agreement, terms used in this Agreement have the meanings set forth in the Security Agreement.

2. Grant of Security Interest. The Grantor hereby mortgages, pledges and hypothecates to the Secured Party, and grants a security interest in, all of the Collateral as set forth in the Security Agreement and in Exhibit A, including, without limitation, the following intellectual property of Grantor:

- (a) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names, applications and licenses as described and set forth in Exhibit A), whether registered or unregistered, and wherever registered, all goodwill associated therewith, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof (the "Trademark Collateral"); and
- (b) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including

such patents, patent applications and patent licenses as described in Exhibit A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof (the "Patent Collateral").

3. Security Interest Filing. This Agreement has been executed and delivered by Grantor for the purpose of filing and/or registering the security interest of the Secured Party in the Trademark Collateral and the Patent Collateral with the U.S. Patent and Trademark Office, and in any other intellectual property offices, as determined by the Secured Party.

4. Security Agreement. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Secured Obligations granted to the Secured Party in connection with the Note and the Security Agreement. The Grantor hereby further acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral and Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth in this Agreement. The Security Agreement (and all rights and remedies of the Secured Party under the Security Agreement) shall remain in full force and effect in accordance with its terms. Any release of the security interest and liens established hereby and/or by the Security Agreement on any Trademark Collateral and/or Patent Collateral, including any filings in the U.S. Patent and Trademark Office, shall be valid only if performed pursuant to the Security Agreement. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

5. Governing Law. THE VALIDITY, CONSTRUCTION AND ENFORCEABILITY OF THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAWS PRINCIPLES OR RULES.

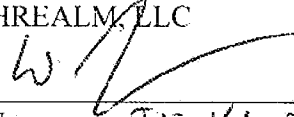
6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart to this Agreement by facsimile transmission or other electronic or digital transmission shall be effective as delivery of a manually signed counterpart of the Agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

GRANTOR:

FRESHREALM, LLC

By 
Print Name JOE KAUTZ
Title V.P. FINANCE

SECURED PARTY:

CALAVO GROWERS, INC.

By _____
Print Name _____
Title _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

GRANTOR:

FRESHREALM, LLC

By _____
Print Name _____
Title _____

SECURED PARTY:

CALAVO GROWERS, INC


By  _____
Print Name _____
Title _____

EXHIBIT A: COLLATERAL

Any and all Accounts, Certificated Securities, Chattel Paper, Commodity Accounts, Deposit Accounts, Documents, Equipment, Fixtures, General Intangibles, Customer Information, Commercial Tort Claims, Goods, Instruments, Inventory, Investment Property, Equity Interests, Letter of Credit Rights, Money, Proceeds, Securities, Securities Accounts, Supporting Obligations and Uncertificated Securities of the Grantor; and

Any and all Intellectual Property, including the following Trademarks:

1. FRESHREALM, Reg. No. 4,932,815, Ser. No. 86/025,058, registered April 5, 2016 for: (1) "fresh prepared meals consisting primarily of meats, seafood, beans and produce, namely, fruits and vegetables" in International Class 29; (2) "bread, pastry and pasta" in International Class 30; (3) "fresh fruits, fresh vegetables" in International Class 31; (4) "fruit juices and drinks, bottled water" in International Class 32; and (5) "online grocery ordering services; wholesale and retail store services featuring food, namely, produce, fresh prepared meals, and groceries" in International Class 35.
2. FRESHREALM (plus design), Reg. No. 4,874,892, Ser. No. 86/069,887, registered December 22, 2015 for: (1) "fresh prepared meals consisting primarily of meats, seafood, beans and produce, namely, fruits and vegetables" in International Class 29; (2) "bread, pastry and pasta" in International Class 30; (3) "fresh fruits, fresh vegetables" in International Class 31; and (4) "fruit juices and drinks, bottled water" in International Class 32.
3. FRESH PORTER, Ser. No. 87/411,510, filed on April 14, 2017 for "online retail store services featuring prepared food kits ready for cooking and/or assembly as a meal" in International Class 35.
4. FRESH PORTER, Ser. No. 87/411,507, filed on April 14, 2017 for "prepared food kits composed of meat, poultry, fish, beans, fruits, and/or vegetables and also including sauces and/or seasonings, ready for cooking and/or assembly as a meal" in International Class 29.
5. FRESH PORTER, Ser. No. 87/411,505, filed on April 14, 2017 for "thermal insulated containers for food, beverages, other perishables, and other temperature-sensitive goods" in International Class 21.
6. THE POWER OF FRESH THINKING, Ser. No. 87/405,102, filed on April 10, 2017 for "online retail store services featuring prepared food kits ready for cooking and/or assembly as a meal" in International Class 35.

Exhibit A
to Intellectual Property Security Agreement

7. THE POWER OF FRESH THINKING, Ser. No. 87/405,093, filed on April 10, 2017 for “prepared food kits composed of meat, poultry, fish, beans, fruits, and/or vegetables and also including sauces and/or seasonings, ready for cooking and/or assembly as a meal” in International Class 29; and

the following Patents:

Patent Title	Country	Application No.	Status	Patent No.	Filing Date	Issuance Date
FRESH FOOD SHIPPING VESSEL	U.S.	14/475433	Pending		9/2/2014	
FRESH FOOD SHIPPING VESSEL	International	PCT/US2014/053740	Pending		9/2/2014	
FRESH FOOD SHIPPING VESSEL	EU	EP20140771451, EP3041760	Pending			
FRESH FOOD SHIPPING VESSEL	China	ZL 201480056466.1	Granted			
DYNAMIC PACKING SYSTEM	U.S.	Provisional 62582831			11/7/2017	

Any and all Core Software Assets; and

All rights in leases of real property where any of the Equipment included in the Collateral may be located, if any, all lease payments, rentals and other amounts due and to become due to the Grantors under any leases included in the Collateral, and all of each Grantor’s rights with respect to any collateral and guaranties securing the payment of any leases included in the Collateral; and

Any and all proceeds of and substitutions for any of the foregoing and, to the extent not otherwise included in the foregoing, (i) the proceeds of all insurance on any of the foregoing; and (ii) all accessions and additions to, parts and appurtenances of, substitutions for and replacements of any of the foregoing.