

900503155 06/19/2019

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528331

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
San Diego Farms LLC		06/17/2019	Corporation: DELAWARE Limited Liability Company
RECEIVING PARTY DATA			
Name:	AVANTE MEZZANINE PARTNERS SBIC II, L.P.		
Street Address:	11150 Santa Monica Boulevard		
Internal Address:	Suite 1470		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5230197	PETITE	
Registration Number:	4371756	FRESHSPICE	
Registration Number:	4307025	FLOWER CRYSTALS	
Registration Number:	4315079	HERB CRYSTALS	
Registration Number:	4500162	FRESH ORIGINS	
Registration Number:	4558141	FRESH ORIGINS	
Registration Number:	1809375	SWEET PETITE	
Registration Number:	4983065	BRIGHTFRESH	
Registration Number:	5564544	MINI FLOWER CRYSTALS	
Registration Number:	5564549	MINI HERB CRYSTALS	
Serial Number:	87645524	PETITE	
Registration Number:	5561910	SAVORTREE	
CORRESPONDENCE DATA			
Fax Number:	6172485000		
<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:	617-248-4000		
Email:	tmadmin@choate.com		

OP \$315.00 5230197

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: 2010272-0017

NAME OF SUBMITTER: Daniel L. Scales

SIGNATURE: /daniel l. scales/

DATE SIGNED: 06/19/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement"), dated as of June 17, 2019 is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of AVANTE MEZZANINE PARTNERS SBIC II, L.P. ("Avante"), as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below), for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Note Purchase and Revolving Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented and/or modified from time to time, the "Note Purchase Agreement"), by and among San Diego Farms LLC, a Delaware limited liability company ("Borrower"), San Diego Farms Holdings LLC, a Delaware limited liability company ("Holdings"), the Agent and the Lenders from time to time party thereto, the Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than Borrower) has agreed, pursuant to that certain Guaranty and Security Agreement of even date herewith by and among Borrower, Holdings, GSB Management Company, LLC, Gourmet Sweet Botanicals, LLC, and the other Grantors from time to time party thereto in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Note Purchase Agreement) of Borrower; and

WHEREAS, pursuant to the Guaranty and Security Agreement, each Grantor is required to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Note Purchase Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement, and if not defined therein, as defined in the Note Purchase Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor, whether now owned or hereafter acquired or arising (the "Trademark Collateral"):

- (a) all of its Trademarks including, without limitation, those referred to on Schedule 1 hereto;
- (b) the goodwill associated with such Trademarks;
- (c) all renewals and extensions of the foregoing; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

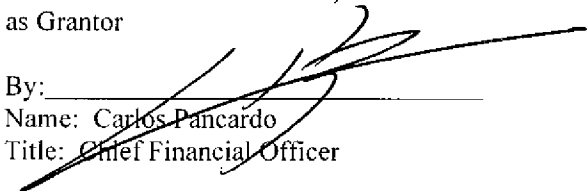
Section 5. Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or electronic mail of any executed signature page to this Security Agreement shall constitute effective delivery of such signature page. This Security Agreement to the extent signed and delivered by means of a facsimile machine or electronic mail (including “.pdf” files) shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or electronic mail (including “.pdf” files) to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or electronic mail (including “.pdf” files) as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 6. Governing Law. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SAN DIEGO FARMS LLC,
as Grantor

By: 
Name: Carlos Pancardo
Title: Chief Financial Officer

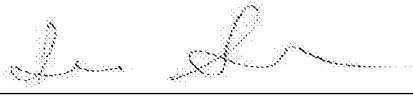
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006680 FRAME: 0340

ACCEPTED AND AGREED
as of the date first above written:

**AVANTE MEZZANINE PARTNERS SBIC II,
L.P., as Agent**

By: AVANTE MEZZANINE PARTNERS SBIC
II, LLC, its general partner

By: 

Name: Ivelisse R. Simon

Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>Trademarks</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Reg Date</u>	<u>Status</u>	<u>Registration No./Application No.</u>
PETITE	San Diego Farms LLC	05/04/2015	6/27/2017	Registered	5230197
FRESHSPICE	San Diego Farms LLC	12/03/2012	7/23/2013	Registered	4371756
FLOWER CRYSTALS	San Diego Farms LLC	08/16/2012	3/19/2013	Registered	4307025
HERB CRYSTALS	San Diego Farms LLC	05/15/2012	4/2/2013	Registered	4315079
FRESH ORIGINS	San Diego Farms LLC	11/22/2011	3/25/2014	Registered	4500162
FRESH ORIGINS 	San Diego Farms LLC	11/22/2011	7/1/2014	Registered	4558141
SWEET PETITE	San Diego Farms LLC	09/24/1992	12/7/1993	Registered	1809375
BRIGHTFRESH	San Diego	11/02/2015	6/21/2016	Registered	4983065

<u>Trademarks</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Reg Date</u>	<u>Status</u>	<u>Registration No./Application No.</u>
	Farms LLC				
MINI FLOWER CRYSTALS	San Diego Farms LLC	01/17/2018	09/18/2018	Registered	5564544
MINI HERB CRYSTALS	San Diego Farms LLC	01/17/2018	90/18/2018	Registered	5564549
PETITE	San Diego Farms LLC	10/13/2017		Published (1a)	87645524
SAVORTREE	San Diego Farms LLC	02/27/2017	2/27/	Allowed (1b)	87351301
SAVORTREE	San Diego Farms LLC	02/27/2017	2/09/11/2018	Registered	5561910