

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531490

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BEANITOS, INC.		07/10/2019	Corporation: DELAWARE
BEANITOS, LLC		07/10/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PACIFIC WESTERN BANK		
Street Address:	406 BLACKWELL STREET		
Internal Address:	SUITE 240		
City:	DURHAM		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	STATE CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	4622146	BEANITOS	
Registration Number:	4622090	BEANITOS	
Registration Number:	4625866	BEANITOS	
Registration Number:	4622080	BEANITOS	
Registration Number:	3738302	SKINNY DIPPERS	
Registration Number:	5033118	SKINNY DIPPERS	
Registration Number:	4385728	THE ORIGINAL BEAN CHIP	
Registration Number:	4565703	THE ORIGINAL BEAN PUFF	
Registration Number:	5388558	VIVA LA BEAN	
Serial Number:	86772580	THE LEAN BEAN PROTEIN MACHINE	
Serial Number:	86772597	YOU'RE WELCOME.	
Serial Number:	86826240	BEANITOS	
Serial Number:	86826275	BEANITOS BAKED	
Serial Number:	86984470	BEANS ARE BETTER	
Serial Number:	86829296	BEANS ARE BETTER	
Serial Number:	87018372	VIVA LA BEAN	
Serial Number:	87018380	VIVA LA BEAN	
TRADEMARK			

CH \$740.00 4622146

Property Type	Number	Word Mark
Serial Number:	87831612	BEANITOS BAKED BEAN POPPERS
Serial Number:	87831619	BEANITOS BEAN POPPERS
Serial Number:	87831621	BEAN POPPERS
Serial Number:	87907788	BEAN POPS
Serial Number:	87907798	SKINNY BEAN POPPERS
Serial Number:	87907806	SKINNY POPPED BEANS
Serial Number:	88209546	B
Serial Number:	88209550	B!
Serial Number:	88209552	BEAN
Serial Number:	88115588	BEANITOS
Serial Number:	88142030	
Serial Number:	88142115	SUSTAINABLE CROP

CORRESPONDENCE DATA

Fax Number: 9193541278
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: (919) 314-3114
Email: diligencereview@pacwest.com
Correspondent Name: PACIFIC WESTERN BANK
Address Line 1: 406 BLACKWELL STREET
Address Line 2: SUITE 240
Address Line 4: DURHAM, NORTH CAROLINA 27701

NAME OF SUBMITTER:	NICHOLAS NANCE
SIGNATURE:	/NICHOLAS NANCE-JLT/
DATE SIGNED:	07/11/2019

Total Attachments: 14
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 10, 2019 by and between PACIFIC WESTERN BANK, a California state chartered bank ("**Bank**") BEANITOS, INC., a Delaware corporation and BEANITOS, LLC, a Delaware limited liability company (collectively, "**Grantor**").

RECITALS

A. Bank, as successor by merger to Square 1 Bank has extended certain financial accommodations to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor entered into as of July 16, 2013 (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral, including without limitation the Intellectual Property Collateral, as hereinafter defined.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, the other Loan Documents, and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "**Intellectual Property Collateral**").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement and the other Loan Documents. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

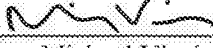
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

3601 S. Congress Avenue, Suite B-500
Austin, Texas 78704
Attn: Giannella Alvarez, CEO

BEANITOS, INC.

By: 
Name: Michael Vineberg
Title: Chief Restructuring Officer

Address of Grantor:

3601 S. Congress Avenue, Suite B-500
Austin, Texas 78704
Attn: Giannella Alvarez, CEO

BEANITOS, LLC

By: 
Name: Michael Vineberg
Title: Chief Restructuring Officer

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Legal Department

BANK:

PACIFIC WESTERN BANK

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

3601 S. Congress Avenue, Suite B-500
Austin, Texas 78704
Attn: Giannella Alvarez, CEO

BEANITOS, INC.

By: _____
Name:
Title:

Address of Grantor:

3601 S. Congress Avenue, Suite B-500
Austin, Texas 78704
Attn: Giannella Alvarez, CEO

BEANITOS, LLC

By: _____
Name:
Title:

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Legal Department

BANK:

PACIFIC WESTERN BANK

By: _____
Name:
Title:

Leah Webb
Leah Webb
SVP, Director, Special Assets

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B


PATENTS

BEANITOS, INC.
PATENT APPLICATIONS






DESCRIPTION	APPLICATION NUMBER	APPLICATION DATE
LEGUME PROCESSING AND LEGUME FOOD PRODUCTS	62/750068	10/24/2018

EXHIBIT C
TRADEMARKS




BEANITOS, INC.
REGISTERED MARKS

MARK	COUNTRY	SERIAL OR REG. NO.	FILING DATE	OWNER
BEANITOS	US	86/010,432 4,622,146	07/15/2013 10/14/2014	Beanitos, Inc.
BEANITOS	US	85/982,530 4,622,090	10/19/2012 10/14/2014	Beanitos, Inc.
BEANITOS	AUSTRALIA	1686466	04/09/2015	Beanitos, Inc.
BEANITOS	CANADA	1599404 TMA925,239	10/23/2012	Beanitos, Inc.
BEANITOS	EUROPEAN UNION – CTM	013923461 13923461	04/09/2015	Beanitos, Inc.
BEANITOS	MEXICO	1340622 1390155	01/17/2013	Beanitos, Inc.
BEANITOS	MEXICO	1340617 1390152	01/17/2013	Beanitos, Inc.
BEANITOS	MEXICO	1598552 1558782	04/13/2015	Beanitos, Inc.
BEANITOS	MEXICO	1823788 1729850	11/23/2016	Beanitos, Inc.
BEANITOS	SWITZERLAND	54173/2015 674675	04/09/2015	Beanitos, Inc.
BEANITOS (& DESIGN) 	US	86/010,461 4,625,866	07/15/2013 10/21/2014	Beanitos, Inc.



BEANITOS, INC.
REGISTERED MARKS

MARK	COUNTRY	SERIAL OR REG. NO.	FILING DATE	OWNER
BEANITOS (& DESIGN) 	US	85/982,372 4,622,080	10/19/2012 10/14/2014	Beanitos, Inc.
BEANITOS (& DESIGN) 	AUSTRALIA	1686463	04/09/2015	Beanitos, Inc.
SKINNY DIPPERS	US	78/962,724 3,738,302	08/29/2006 01/12/2010	Beanitos, Inc. Assignment from Ozery Holdings, Inc. recorded 01/19/2016 at R/F 5712/0014
SKINNY DIPPERS	US	86/758251 5,033,118	09/16/2015 08/30/2016	Beanitos, Inc.
BEANITOS (& DESIGN) 	CANADA	1599406 TMA925,240	10/23/2012	Beanitos, Inc.
BEANITOS (& DESIGN) 	EUROPEAN UNION - CTM	013925029 13925029	04/09/2015	Beanitos, Inc.
BEANITOS (& DESIGN) 	MEXICO	1340620 1390154	01/17/2013	Beanitos, Inc.



BEANITOS, INC.
REGISTERED MARKS

MARK	COUNTRY	SERIAL OR REG. NO.	FILING DATE	OWNER
BEANITOS (& DESIGN) 	MEXICO	1340619 1390153	01/17/2013	Beanitos, Inc.
BEANITOS (& DESIGN) 	MEXICO	1598557 1557783	04/13/2015	Beanitos, Inc.
BEANITOS (& DESIGN) 	SWITZERLAND	54174/2015 674655	04/09/2015	Beanitos, Inc.
THE ORIGINAL BEAN CHIP	MEXICO	80601 75208	01/17/2013	Beanitos, Inc.
THE ORIGINAL BEAN CHIP	US	85/759,063 4,385,728 Supplemental Register	10/19/2012 08/13/2013	Beanitos, Inc.
THE ORIGINAL BEAN CHIP	CANADA	1599407 TMA925,241	10/23/2012	Beanitos, Inc.
THE ORIGINAL BEAN PUFF	US	86/010,474 4,565,703 Supplemental Register	07/15/2013 07/08/2014	Beanitos, Inc.
LA CROUSTILLE DE HARICOTS ORIGINALE	CANADA	1603970 TMA925,242	11/27/2012	Beanitos, Inc.


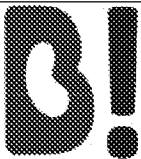


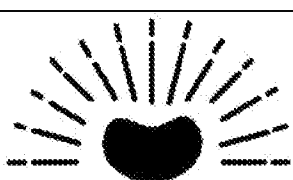

BEANITOS, INC.
REGISTERED MARKS

MARK	COUNTRY	SERIAL OR REG. NO.	FILING DATE	OWNER
BEANITOS	KR	40-2016-0027435 40-1228805	04/14/2016	Beanitos, Inc.
BEANITOS (& design) 	KR	40-2016-0027438 40-1228807	04/14/2016	Beanitos, Inc.
BEANITOS (& design) 	MEXICO	1732760 1740015	04/06/2016	Beanitos, Inc.
BEANITOS	CN	19180124	03/01/16	Beanitos, Inc.
BEANITOS	CN	19180123	03/01/16	Beanitos, Inc.
VIVA LA BEAN	US	87/976,248 5,388,558	04/28/2016 01/23/2018	Beanitos, Inc.



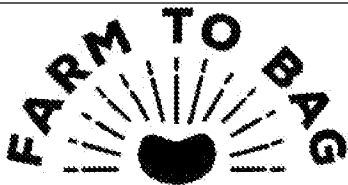

*BEANITOS, INC.
PENDING APPLICATIONS*

MARK	COUNTRY	SERIAL OR REG. NO.	FILING DATE/ BASIS	OWNER
THE LEAN BEAN PROTEIN MACHINE	US	86/772580	09/29/2015	Beanitos, Inc.
YOU'RE WELCOME.	US	86/772597	09/29/2015	Beanitos, Inc.
BEANITOS (& design) 	US	86/826240	11/19/15	Beanitos, Inc.
BEANITOS BAKED (& design) 	US	86/826275	11/19/15	Beanitos, Inc.
BEANS ARE BETTER	US	86/984470 Divided from Application Serial No. 86/829296	11/23/15	Beanitos, Inc.
BEANS ARE BETTER	US	86/829296	11/23/15	Beanitos, Inc.
VIVA LA BEAN	US	87/018,372	4/28/2016	Beanitos, Inc.
VIVA LA BEAN	US	87/018,380	4/28/2016	Beanitos, Inc.
BEANITOS	IN	3449399	01/04/2017	Beanitos, Inc.
BEANITOS BAKED BEAN POPPERS	US	87/831,612	03/13/2018	Beanitos, Inc.
BEANITOS BEAN POPPERS	US	87/831,619	03/13/2018	Beanitos, Inc.

*BEANITOS, INC.
PENDING APPLICATIONS*

MARK	COUNTRY	SERIAL OR REG. NO.	FILING DATE/ BASIS	OWNER
BEAN POPPERS	US	87/831,621	03/13/2018	Beanitos, Inc.
BEAN POPS	US	87/907,788	05/04/2018	Beanitos, Inc.
SKINNY BEAN POPPERS	US	87/907,798	05/04/2018	Beanitos, Inc.
SKINNY POPPED BEANS	US	87/907,806	05/04/2018	Beanitos, Inc.
	US	88/209,546	11/28/2018	Beanitos, Inc.
	US	88/209,550	11/28/2018	Beanitos, Inc.
	US	88/209,552	11/28/2018	Beanitos, Inc.
	US	88/115,588	09/13/2018	Beanitos, Inc.
	US	88/142,030	10/03/2018	Beanitos, Inc.
FARM TO BAG	Canada	1934310	12/05/2018	Beanitos, Inc.
	Australia	1976333	12/18/2018	Beanitos, Inc.

BEANITOS, INC.
PENDING APPLICATIONS

MARK	COUNTRY	SERIAL OR REG. NO.	FILING DATE/ BASIS	OWNER
	Canada	1934311	12/05/2018	Beanitos, Inc.
	European Union	017999399	12/13/2018	Beanitos, Inc.
	United Kingdom	3360519	12/13/2018	Beanitos, Inc.
	US	88/142,115	10/03/2018	Beanitos, Inc.