

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532457

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citrus World, Inc.		07/17/2019	Corporation: FLORIDA
Florida's Natural Growers, Inc.		07/17/2019	Corporation: FLORIDA
Citrus World Services, Inc.		07/17/2019	Corporation: FLORIDA
Citrus World Administrative Services, Inc.		07/17/2019	Corporation: FLORIDA
Florida's Natural Food Service, Inc.		07/17/2019	Corporation: FLORIDA
Hickory Branch Corporation		07/17/2019	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	CoBank, ACB, as Administrative Agent		
Street Address:	6340 S. Fiddlers Green Circle		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	a federally chartered instrumentality: UNITED STATES		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Serial Number:	88499222	MAGIC MAKAR	
Serial Number:	88366150	TASTE THE MAGIC	
Registration Number:	5788526	TAKE A FRESH LOOK FARMER OWNED SINCE 193	
Serial Number:	87611906	TAKE A FRESH LOOK AND SAVE	
Registration Number:	5716252	FARMER'S NATURAL	
Registration Number:	5613197	TAKE A FRESH LOOK	
Registration Number:	4994532	GROVE HOUSE	
Registration Number:	4778875	FLORIDA'S NATURAL FIT & DELICIOUS	
Registration Number:	4740975	FIT & DELICIOUS	
Registration Number:	4452420	GROWERS' PRIDE KEY WEST CHILLERS	
Registration Number:	4452376	GROWERS' PRIDE KEY WEST CHILLERS	
Registration Number:	4526508	FLORIDA'S NATURAL CITRUS SMOOTHIES	
Registration Number:	4314793	GROWERS' PRIDE TROPICALS	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3331499	FLORIDA'S NATURAL TO GO
Registration Number:	3795104	FLORIDA'S NATURAL EARTH'S OWN
Registration Number:	3166332	FLORIDA'S NATURAL
Registration Number:	3836251	FAST CHILL
Registration Number:	3868638	GROWERS' PRIDE
Registration Number:	3855533	FLORIDA'S NATURAL
Registration Number:	3595886	100% FLORIDA
Registration Number:	3101253	FLORIDA'S NATURAL SELECT
Registration Number:	2984679	FLORIDA'S NATURAL BRAND
Registration Number:	2588414	IT'S AS CLOSE TO THE GROVE AS YOU CAN GE
Registration Number:	2333315	WE OWN THE LAND, WE OWN THE TREES AND WE
Registration Number:	2042992	FLORIDA'S NATURAL GROWERS' PRIDE
Registration Number:	2197441	FRESH 'N NATURAL
Registration Number:	1932663	TASTE THE DIFFERENCE
Registration Number:	2062453	
Registration Number:	1718547	
Registration Number:	1712058	BLUEBIRD
Registration Number:	1729706	CITRUS WORLD
Registration Number:	1745985	FLORIDA'S NATURAL
Registration Number:	1587060	TEXSUN
Registration Number:	1089394	BLUEBIRD
Registration Number:	1338602	FRESH'N NATURAL
Registration Number:	1371616	DAILY SUN
Registration Number:	1331178	BLUEBIRD
Registration Number:	0550115	BLUEBIRD

CORRESPONDENCE DATA

Fax Number: 6127661600

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: 612-766-6911

Email: susan.carlson@faegrebd.com

Correspondent Name: Susan Carlson, Faegre Baker Daniels LLP

Address Line 1: 90 South 7th St Ste 2200

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Susan Carlson
SIGNATURE:	/e/ Susan Carlson
DATE SIGNED:	07/18/2019

Total Attachments: 8

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement is made as of July 17, 2019 by and among Citrus World, Inc., a Florida cooperative corporation (“**Citrus World**”), the undersigned direct and indirect subsidiaries of Citrus World (together with Citrus World, collectively, the “**Debtors**” and each a “**Debtor**”), and CoBank, ACB, a federally chartered instrumentality of the United States, as Administrative Agent (in such capacity, the “**Administrative Agent**”) for the Lender Parties, as defined in the Credit Agreement described below.

Pursuant to a Credit Agreement dated as of February 19, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) among the Debtors, the Lenders (as defined therein) from time to time party thereto and the Administrative Agent, the Lenders have agreed to make advances and grant certain other financial accommodations to the Debtors.

As a condition to making credit accommodations under the Credit Agreement, the Lenders required the execution and delivery by the Debtors of a Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which the Debtors granted to the Administrative Agent a security interest in substantially all of the Debtors’ personal property.

Pursuant to the Security Agreement, the Debtors have been requested to execute and deliver this Agreement to the Administrative Agent.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement, the Security Agreement and this Agreement, the parties hereby agree as follows:

1. **Definitions.**

Terms defined in or pursuant to the Security Agreement and not otherwise defined herein shall have the meanings given them in or pursuant to the Security Agreement. In addition, the following terms have the meanings set forth below:

“**Patent**” means any patent or application for patent.

“**Patent and Trademark Collateral**” means all right, title and interest of each Debtor in and to the following, in each case whether now existing or hereafter acquired or arising:

- (i) All Patents, including the Specified Patents.
- (ii) All Trademarks, including the Specified Trademarks
- (iii) All accounts and other rights to payment (including but not limited to payments of royalties) arising from or relating to any Patent or Trademark.
- (iv) All rights to recover for all past, present, and future infringements, dilutions, pre-issuance recoveries and other violations of Patents and Trademarks.
- (v) All present and future license agreements with respect to the Patents and Trademarks.
- (vi) All proceeds of any and all of the foregoing.

“**Specified Patent**” means each of the Patents listed on Schedule A, together with all continuations, continuations-in-part, divisions, foreign counterparts, reissues, reexaminations, renewals and extensions thereof.

“**Specified Trademark**” means each of the Trademarks listed on Schedule B, together with all divisions, foreign counterparts, renewals and extensions thereof.

“**Trademark**” means any trademark, service mark, collective membership mark, and registration or application for registration of any trademark, service mark or collective membership mark, together with the goodwill associated therewith.

2. Grant of Security Interest.

In order to secure the Obligations, each Debtor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby irrevocably grant and create) a security interest in the Patent and Trademark Collateral to the Administrative Agent.

3. Representations and Warranties.

Each Debtor represents and warrants that such Debtor owns each of the Specified Patents and Specified Trademarks, free and clear of any Lien other than Permitted Liens.

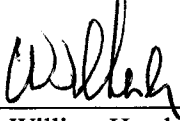
4. General Rights and Obligations.

Except as expressly set forth herein, the rights and obligations of the Debtors and the Administrative Agent with respect to the Patent and Trademark Collateral shall in all respects be governed by the Credit Agreement and the Security Agreement, the terms of which are incorporated as fully as if set forth at length herein.

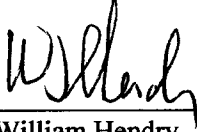
Signature pages follow.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

**CITRUS WORLD, INC.
FLORIDA'S NATURAL GROWERS, INC.
CITRUS WORLD SERVICES, INC.
CITRUS WORLD ADMINISTRATIVE
SERVICES, INC.
FLORIDA'S NATURAL FOOD SERVICE, INC.**

By: 
Name: William Hendry
Title: Chief Financial Officer

HICKORY BRANCH CORPORATION

By: 
Name: William Hendry
Title: Secretary

COBANK, ACB, as Administrative Agent

By Natalya Rivkin
Name: Natalya Rivkin
Title: Vice President

Signature Page to Patent and Trademark Security Agreement

TRADEMARK
REEL: 006697 FRAME: 0101

PATENTS AND PATENT APPLICATIONS

U.S. Patents Issued:

Title	Registration / Application No.	Registration /Application Date	Owner
Container	D657,681	4/17/2012	Florida's Natural Growers, Inc.
Carafe	D550,019	9/4/2007	Citrus World, Inc.
Pitcher	D547,997	8/7/2007	Citrus World, Inc.

Foreign Patents Issued: None.

Licensed Intellectual Property: None.

Known Infringements: None.

TRADEMARKS AND TRADEMARK APPLICATIONS

United States – Federal

Mark	Application No.	Application Date	Registration No.	Registration Date	Current Owner/ Applicant
Magic MakAR	88499222	7/3/2019			Citrus World, Inc.
TASTE THE MAGIC	88366150	4/1/2019			Citrus World, Inc.
TAKE A FRESH LOOK FARMER OWNED SINCE 1933	87611928	9/18/2017	5788526	6/25/2019	Citrus World, Inc.
TAKE A FRESH LOOK AND SAVE	87611906	9/18/2017			Citrus World, Inc.
FARMER'S NATURAL	87395873	4/3/2017	5716252	4/2/2019	Citrus World, Inc.
TAKE A FRESH LOOK	87611891	9/18/2017	5613197	11/20/2018	Citrus World, Inc.
GROVE HOUSE	86612522	4/28/2015	4994532	7/5/2016	Citrus World, Inc.
FLORIDA'S NATURAL FIT & DELICIOUS	86361122	8/5/2014	4778875	7/21/2015	Citrus World, Inc.
FIT & DELICIOUS	86361136	8/8/2014	4740975	5/19/2015	Citrus World, Inc.
GROWERS' PRIDE KEY WEST CHILLERS	85766861	10/30/2012	4452420	12/17/2013	Citrus World, Inc.
GROWERS' PRIDE KEY WEST CHILLERS	85749267	10/9/2012	4452376	12/17/2013	Citrus World, Inc.
FLORIDA'S NATURAL CITRUS SMOOTHIES	85744534	10/3/2012	4526508	5/6/2014	Citrus World, Inc.
GROWERS' PRIDE TROPICALS	85639894	5/31/2012	4314793	4/2/2013	Citrus World, Inc.
FLORIDA'S NATURAL TO GO	78715903	9/19/2005	3331499	11/6/2007	Citrus World, Inc.
FLORIDA'S NATURAL EARTH'S OWN	78889989	5/23/2006	3795104	5/25/2010	Citrus World, Inc.

Mark	Application No.	Application Date	Registration No.	Registration Date	Current Owner/ Applicant
FLORIDA'S NATURAL	78547625	1/14/2005	3166332	10/31/2006	Citrus World, Inc.
FAST CHILL	78563934	2/9/2005	3836251	8/17/2010	Citrus World, Inc.
GROWERS' PRIDE	77894301	12/16/2009	3868638	10/26/2010	Citrus World, Inc.
FLORIDA'S NATURAL	77770393	6/29/2009	3855533	10/5/2010	Citrus World, Inc.
100% FLORIDA	77321431	11/5/2007	3595886	3/24/2009	Citrus World, Inc.
FLORIDA'S NATURAL SELECT	76580254	3/9/2004	3101253	6/6/2006	Citrus World, Inc.
FLORIDA'S NATURAL BRAND	76578969	3/3/2004	2984679	8/16/2005	Citrus World, Inc.
IT'S AS CLOSE TO THE GROVE AS YOU CAN GET	76322480	10/10/2001	2588414	7/2/2002	Citrus World, Inc.
WE OWN THE LAND, WE OWN THE TREES AND WE OWN THE COMPANY	75738427	6/25/1999	2333315	3/21/2000	Citrus World, Inc.
FLORIDA'S NATURAL GROWERS' PRIDE	75013225	11/1/1995	2042992	3/11/1997	Citrus World, Inc.
FRESH 'N NATURAL	75285583	5/2/1997	2197441	10/20/1998	Citrus World, Inc.
TASTE THE DIFFERENCE	74512631	4/14/1994	1932663	11/7/1995	Citrus World, Inc.
Design	74504813	3/25/1994	2062453	5/20/1997	Citrus World, Inc.
Design	74231395	12/17/1991	1718547	9/22/1992	Citrus World, Inc.
BLUEBIRD	74231393	12/17/1991	1712058	9/1/1992	Citrus World, Inc.
CITRUS WORLD	74208413	9/30/1991	1729706	11/3/1992	Citrus World, Inc.
FLORIDA'S NATURAL	74163384	5/3/1991	1745985	1/12/1993	Citrus World, Inc.
TEXSUN	73817027	8/4/1989	1587060	3/13/1990	Citrus World, Inc.
BLUEBIRD	73138664	8/23/1977	1089394	4/11/1978	Citrus World, Inc.
FRESH'N NATURAL	73403775	11/24/1982	1338602	5/28/1985	Citrus World, Inc.
DAILY SUN	73508995	11/15/1984	1371616	11/19/1985	Citrus World, Inc.

Mark	Application No.	Application Date	Registration No.	Registration Date	Current Owner/ Applicant
BLUEBIRD	73489136	7/9/1984	1331178	4/16/1985	Citrus World, Inc.
BLUEBIRD	71554826	4/16/1948	0550115	10/30/1951	Citrus World, Inc.

United States – State

None.

Foreign

None.