

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM540566

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Virgil Gamache Farms, Inc.		08/28/2019	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of the West		
<b>Street Address:</b>	6873 N. West Ave, STE. 102		
<b>City:</b>	Fresno		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93711		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75910629	AMARILLO	
<b>Serial Number:</b>	85122929	AMARILLO	
<b>Serial Number:</b>	85122935	HOPTECHNIC	
<b>Serial Number:</b>	77086096	SONNET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Phone:</b>	9164036144		
<b>Email:</b>	cls-ctlssacramentosvctms@wolterskluwer.com		
<b>Correspondent Name:</b>	Lien Solutions		
<b>Address Line 1:</b>	555 Capitol Mall Ste. 1150		
<b>Address Line 4:</b>	Sacramento, CALIFORNIA 95814		
<b>NAME OF SUBMITTER:</b>	Ashley Lucero		
<b>SIGNATURE:</b>	/ashleylucero/		
<b>DATE SIGNED:</b>	09/12/2019		
<b>Total Attachments: 5</b>			
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**EXHIBIT 2**  
(Trademarks)

1. **"AMARILLO"**
  - b. Registration No.: 2,769,506
  - c. SN: 75-910,629
  - d. Filed: February 4, 2000
  - e. Registered: September 30, 2003
  - f. Renewal: September 6, 2013
  
2. **"AMARILLO"**
  - a. Registration No.: 4,543,737
  - b. Serial No.: 85122929
  - c. Filed: September 3, 2010
  - d. Registered: June 3, 2014
  
2. **"HOPTECHNIC"**
  - a. Registration No.: 4552019
  - b. Serial Number: 85122935
  - c. Filed: September 3, 2010
  - d. Registered: June 17, 2014
  
3. **"SONNET"**
  - a. Registration No.: 3825455
  - b. Serial No.: 77086096
  - c. Filed: January 18, 2007
  - d. Registered: July 27, 2010

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("**Agreement**"), is entered into this 28th day of August 2019, by and between Virgil Gamache Farms, Inc., a Washington corporation ("**Debtor**"), and Bank of the West ("**Secured Party**").

### RECITALS

- A. This Agreement is a supplement to that certain Loan and Security Agreement dated as of the date herein, by and between Debtor and Secured Party (the "**Loan Agreement**").
- B. All capitalized terms not defined herein shall have the definitions ascribed to them in the Loan Agreement and are incorporated herein by reference. If there is a conflict between the definitions, terms or provisions of this Agreement and the Loan Agreement, the definitions, terms or provisions of the Loan Agreement shall control.
- C. Pursuant to the terms of the Loan Agreement, Debtor has granted to Secured Party a lien and security interest in all general intangibles of Debtor, including, without limitation, all Intellectual Property and Intellectual Property rights, and all goodwill, including without limitation, all goodwill with which Intellectual Property is associated, but excluding United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

### 1. GRANT OF SECURITY INTEREST

Debtor hereby grants to Secured Party a continuing security interest in and lien on all of the intellectual property assets owned by Debtor, including without limitation all patents set forth in **Exhibit 1** and all trademarks set forth in **Exhibit 2**, attached hereto and incorporated herein by reference, wherever located and whether now owned or hereafter acquired, together with all of Debtor's right, title, and interest in and to the following:

- (a) Any and all trade secrets and trade secret rights, including, without limitation, any rights to unpatented farm products, inventions, and know-how;
- (b) All registrations or applications for registration of trademarks and service marks, unregistered trademarks and service marks, trade dress, logos, designs, fictitious business names, any business identifiers and any other indicia of origin;
- (c) Without limitation, any claim by Debtor against third parties for: (a) past, present or future use, infringement, dilution or breach of any Patent or Trademark, registration, application and license; (b) injury to the goodwill associated with any Patent, Trademark, registration and application; and with the right, but not the obligation, to sue for and collect damages for any use, infringement, dilution or breach of any Patent, Trademark, registration, application and license, and any injury to the goodwill associated with any Patent, Trademark, registration and application;
- (d) All written or electronically recorded books and records relating to any such assets and other rights relating thereto, wherever located and whether now owned or hereafter acquired;
- (e) All parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto) in any form; and

- (f) All reissues, continuations, divisions, modifications, substitutions, amendments, renewals, and extensions, of any Patent or Trademark.

The interest granted herein excludes United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications.

**2. REPRESENTATIONS, WARRANTIES, COVENANTS AND MISCELLANEOUS**

All other terms, conditions, agreements, obligations, representations, warranties, covenants, definitions, exhibits and miscellaneous terms, conditions, agreements and obligations set forth in the Loan Agreement are restated and incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the day and year first above written.

DEBTOR:

VIRGIL GAMACHE FARMS, INC.

By:   
Steven Gamache, President

By:   
Bernard Gamache, Vice President

By:   
Darren Gamache, Treasurer

SECURED PARTY:

BANK OF THE WEST


By:   
Name: Amber Neimeyer  
Title: Vice President



EXHIBIT 1  
(Patents)

"VGXP01"

- a. Patent No.: US PP14,127 P2
- b. Filed: February 3, 2000
- c. Date of Patent: September 2, 2003

**EXHIBIT 2**  
(Trademarks)

1. **"AMARILLO"**
  - b. Registration No.: 2,769,506
  - c. SN: 75-910,629
  - d. Filed: February 4, 2000
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