

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540813

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sun Valley Produce, LLC		05/27/2016	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Seacoast Capital Partners III, L.P.		
Street Address:	55 Ferncroft Road		
Internal Address:	Suite 110		
City:	Danvers		
State/Country:	MASSACHUSETTS		
Postal Code:	01923		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4288603	PLEASANT VALLEY PRODUCE	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	612-492-6819		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Evan P. Everist, Dorsey & Whitney LLP		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
NAME OF SUBMITTER:	Evan Everist		
SIGNATURE:	/Evan Everist/		
DATE SIGNED:	09/13/2019		
Total Attachments: 7			
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THIS INSTRUMENT, AS WELL AS THE INDEBTEDNESS, RIGHTS AND OBLIGATIONS EVIDENCED HEREBY, ARE AND SHALL AT ALL TIMES BE AND REMAIN SUBORDINATED IN RIGHT AND TIME OF PAYMENT TO THE EXTENT AND IN THE MANNER SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (AS AMENDED, SUPPLEMENTED, RESTATED, REPLACED, REFINANCED OR OTHERWISE MODIFIED FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS THEREOF, THE "SUBORDINATION AGREEMENT") DATED AS OF MAY 27, 2016, BY AND AMONG CIT BANK, N.A., AS SENIOR LENDER (AS DEFINED THEREIN), AND SEACOAST CAPITAL PARTNERS III, L.P., AS SUBORDINATED PURCHASER (AS DEFINED THEREIN), TO THE PRIOR PAYMENT IN FULL (AS DEFINED THEREIN) OF ALL SENIOR DEBT (AS DEFINED THEREIN), AND EACH HOLDER OF THIS INSTRUMENT BY ITS ACCEPTANCE HEREOF IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement") is made as of **May 27, 2016** (the "Effective Date") between each of the signatories hereto (collectively, the "Grantors") in favor of Seacoast Capital Partners III, L.P. (the "Secured Party") (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of **May 27, 2016** (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), by and among the Grantors, the other grantors party thereto and the Secured Party; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Secured Party a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Secured Party agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Secured Party a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following (collectively, the "Intellectual Property Collateral"):

(a) All United States, and foreign copyrights (including Community designs), including but not limited to copyrights in software and all rights in and to databases, and all

Mask Works (as defined under 17 USC 901 of the US Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in **Schedule 1** hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the **“Copyrights”**).

(b) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the **“Patents”**).

(c) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the **“Trademarks”**).

(d) All trade secrets and all other confidential or proprietary information and know-how regardless of whether such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret and to enjoin or collect damages for the actual or threatened misappropriation of any Trade Secret; and (ii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the **“Trade Secrets”**).

(e) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, (i) the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in **Schedule 1** hereto, (ii) the right

to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.


Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York without regard to conflicts of law principles that would apply the law of another state.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Purchase Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Purchase Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Purchase Agreement, the provisions of the Pledge and Security Agreement or the Purchase Agreement shall govern.

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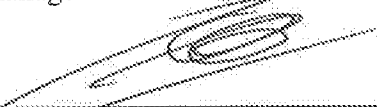
IN WITNESS WHEREOF, each Grantor and the Secured Party have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

THE SUN VALLEY GROUP, INC.,
a California corporation

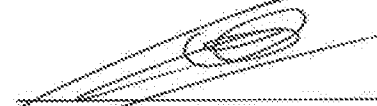
By: 
Name: Leendert DeVries
Title: President and CEO

TRINITY VALLEY VINEYARDS, LLC,
a California limited liability company

By: The Sun Valley Group, Inc.
Its: Manager


By: 
Name: Leendert DeVries
Title: President and CEO

SUN VALLEY PRODUCE, LLC,
a California limited liability company

By: 
Name: Leendert DeVries
Title: Manager

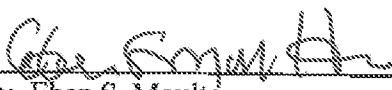
SUN VALLEY FLORAL FARMS, LLC,
a California limited liability company

By: The Sun Valley Group, Inc.
Its: Manager

By: 
Name: Leendert DeVries
Title: President and CEO

SEACOAST CAPITAL PARTNERS
III, L.P.,
a Delaware limited partnership,
as Secured Party

By: Seacoast III Advisors, LLC
Its: General Partner

By: 
Name: Eben S. Moulton
Title: Manager

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Copyrights

None.

2. Patents

None.

3. Trademarks

Grantor	Trademark	Filing Date	Status	Serial No./ Registration No.
Sun Valley Floral Farms, LLC	Redwood Grove French Tulips and Design	Dec 13, 1999	ACTIVE	2,428,304-US
Sun Valley Floral Farms, LLC	Redwood Grove French Tulips	Dec 13, 1999	ACTIVE	2,428,303-US
The Sun Valley Group, Inc.	Sun Pacific Bouquet	March 8, 2000	ACTIVE	TMA605425-CAN
The Sun Valley Group, Inc.	Sun Pacific Bouquet	March 8, 2000	ACTIVE	2,557,028-US
The Sun Valley Group, Inc.	Sun Pacific Bouquet and Design	March 1, 2000	ACTIVE	TMA605426-CAN
The Sun Valley Group, Inc.	Sun Pacific Bouquet and Design	March 1, 2000	ACTIVE	2,557,013-US
Sun Valley Floral Farms, LLC	Royal Lilies and Design	July 8, 1996	ACTIVE	2,099,082-US
Sun Valley Floral Farms, LLC	Love-Lilies	Sept 20, 1976	ACTIVE	1,072,337-US
Sun Valley Floral Farms, LLC	Orchid-Lilies	Jan 26, 1982	ACTIVE	1,359,524-US
Sun Valley Floral Farms, LLC	Sun Valley Floral Farms and Design	Jan 25, 1993	ACTIVE	1,826,535-US
Sun Valley Floral Farms, LLC	Love-Lilies and Design	May 16, 1980	ACTIVE	1,238,664-US
Sun Valley Floral Farms, LLC	Orchid-Lilies and Design	May 16, 1980	ACTIVE	1,255,480-US
Sun Valley Floral Farms, LLC	Sonata Lilies	May 30, 2012	ACTIVE	4,282,184-US
Sun Valley Floral Farms, LLC	The Sun Valley Group and Design	June 30, 2003	ACTIVE	2,885,946-US
Sun Valley Floral Farms, LLC	Creating a World of Color	Dec 13, 1999	ACTIVE	2,533,415-US
The Sun Valley Group, Inc.	Lost Coast Lilies Logo	August 30, 2004	ACTIVE	3,233,943-US
The Sun Valley Group, Inc.	Dublet	Oct. 29, 2010	ACTIVE	3,977,469-US
The Sun Valley Group, Inc.	Lilytopia	May 10, 2010	ACTIVE	3,897,062-US

EXECUTION VERSION

Grantor	Trademark	Filing Date	Status	Serial No./ Registration No.
Sun Valley Produce, LLC	Pleasant Valley Produce and Design	June 30, 2012	ACTIVE	4,288,603-US
The Sun Valley Group, Inc.	Flowerbud.com	April 19, 1999	ACTIVE	2,481,000-US
The Sun Valley Group, Inc.	Flowerbud.com and Design	April 19, 1999	ACTIVE	2,519,080-US
The Sun Valley Group, Inc.	Stargazer Barn	March 3, 2014	ACTIVE	4,749,127-US
The Sun Valley Group, Inc.	Grower's Pick	Aug 4, 1999	ACTIVE	2,395,485-US
The Sun Valley Group, Inc.	Flowers 365	Aug 4, 1999	ACTIVE	2,548,798-US
The Sun Valley Group, Inc.	Monthly Splendor	Aug 4, 1999	ACTIVE	2,395,484-US
The Sun Valley Group, Inc.	Year in Bloom	May 12, 1999	ACTIVE	2,329,640-US
The Sun Valley Group, Inc.	Stargazer Barn	March 3, 2014	PENDING	1,692,216-CAN
The Sun Valley Group, Inc.	Bloomexpert.com	Oct. 21, 2015	ACTIVE	4,961,820-US
The Sun Valley Group, Inc.	Humboldt Gold	Oct. 21, 2015	PENDING	86/795464-US
Trinity Valley Vineyards, LLC	Trinity River Vineyards	February 2, 2015	ACTIVE	4,843,147-US

4. Licenses

None.