

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM545050

<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>
FreshRealm, LLC		09/18/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Calavo Growers, Inc.		
<b>Street Address:</b>	1141-A Cummings Road		
<b>City:</b>	Santa Paula		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93060		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4932815	FRESHREALM	
<b>Registration Number:</b>	4874892	FRESHREALM	
<b>Serial Number:</b>	87411510	FRESH PORTER	
<b>Serial Number:</b>	87411507	FRESH PORTER	
<b>Serial Number:</b>	87411505	FRESH PORTER	
<b>Serial Number:</b>	87405102	THE POWER OF FRESH THINKING	
<b>Serial Number:</b>	87405093	THE POWER OF FRESH THINKING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3102014746		
<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>	3105534441		
<b>Email:</b>	sgold@troygould.com		
<b>Correspondent Name:</b>	Sharon R. Gold		
<b>Address Line 1:</b>	1801 Century Park East		
<b>Address Line 2:</b>	Suite 1600		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>NAME OF SUBMITTER:</b>	Sharon R. Gold		
<b>SIGNATURE:</b>	/Sharon R. Gold/		

OP \$190.00 4932815

**DATE SIGNED:**

10/14/2019

**Total Attachments: 12**

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**FIRST AMENDED AND RESTATED  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amended and Restated Intellectual Property Security Agreement (this "Agreement"), effective as of September 18, 2019 (the "Effective Date"), is made by FreshRealm, L.L.C, a Delaware limited liability company, with offices at 34 North Palm Street, Suite 100, Ventura, California 93001 ("Grantor"), for the benefit of Calavo Growers, Inc., a California corporation, with offices at 1141-A Cummings Road, Santa Paula, CA 93060 (the "Secured Party").

**WHEREAS**, the Secured Party and the Grantor are parties to that certain Senior Promissory Note, as amended, dated August 10, 2018 (the "Original Note") wherein the Secured Party loaned to Grantor a total of [REDACTED], and in connection with such loan, Secured Party received a security interest in all of the assets and collateral of Grantor pursuant to that certain Security Agreement (the "Original Security Agreement") and that certain Intellectual Property Security Agreement (the "Original IP Security Agreement"), both such agreements by and between the Secured Party and Grantor, dated August 10, 2018. Such Original Note has subsequently been amended five (5) times, and under the most recent amendment, dated as of September 11, 2019, Secured Party loaned to Grantor an additional [REDACTED] [REDACTED], which increased the total principal due under the Original Note to [REDACTED];

**WHEREAS**, subsequent to the Original Note and prior to the Effective Date, pursuant to a series of separate promissory notes (the "Unsecured Notes"), the individual principal amounts and dates of which are listed on Exhibit A attached to the "Note" (defined below), Grantor previously borrowed from the Secured Party the total principal sum of [REDACTED] [REDACTED] (the "Unsecured Debt") wherein such Unsecured Debt was not secured in the assets and collateral of Grantor;

**WHEREAS**, collectively, the principal sum of the Original Note and the Unsecured Debt, plus total accrued interest thereon, as of the Effective Date, is in the total amount of [REDACTED] [REDACTED];

**WHEREAS**, so long as the Secured Party can obtain a security interest in all of the assets of Grantor in connection with the Unsecured Debt and the Additional Loan Amount (defined below), as of the date hereof, the Secured Party has agreed to loan Grantor an additional [REDACTED] (the "Additional Loan Amount") pursuant to that certain Sixth Amended and Restated Senior Promissory Note (the "Note") of even date herewith, which amends the Original Note and the five collective amendments thereto, and wherein the amounts due pursuant to the Original Note, the Unsecured Debt and the Additional Loan Amount are included and shall be due under the Note;

**WHEREAS**, in connection with the execution and delivery of the Note, Grantor and the Secured Party entered into that certain First Restated and Amended Security Agreement (the "Security Agreement") of even date herewith, pursuant to which Grantor confirmed and agreed that it had previously granted to Secured Party a security interest in the Collateral pursuant to the

Original Note and the Original Security Agreement, and further granted to the Secured Party, as security for the payment and performance of the Note (including, but not limited to, the Original Note, the Unsecured Debt and the Additional Loan Amount incorporated into the Note), a first and prior security interest in and a lien upon all of the Grantor's right, title and interest to, in and under Grantor's personal property, wherever located and whether now existing or owned or hereafter acquired or arising, including the personal property set forth on Exhibit A hereto, in which the Grantor may otherwise have any right, title or interest and including all proceeds of, and substitutions for, all of the foregoing ("Collateral"), which, the Grantor agrees, created a continuing security interest in the Collateral; and

**WHEREAS**, in connection with and as a result of entering into the Security Agreement, Grantor and the Secured Party now desire to amend and restate the Original IP Security Agreement on the terms and conditions set forth in this Agreement; however, this Agreement does not extinguish or modify Secured Party's security interest in the assets and collateral of Grantor pursuant to the Original Note, the Original Security Agreement or the Original IP Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the mutual promises, covenants, representations, and warranties set forth herein and for other good and valuable consideration had and received, the parties hereto agree as follows:

1. **Definitions.** Unless otherwise defined in this Agreement, terms used in this Agreement have the meanings set forth in the Security Agreement.

2. **Grant of Security Interest.** In connection with the execution and delivery of the Note in the principal sum of [REDACTED] dated as of the date hereof, Grantor confirms and agrees that it has previously granted to Secured Party a security interest in the Collateral pursuant to the Original Note and Original Security Agreement (including, but not limited to the intellectual property of Grantor stated in the Original IP Security Agreement), and Grantor further hereby mortgages, pledges and hypothecates to the Secured Party, and grants a security interest in, all of the Collateral as set forth in the Security Agreement and in Exhibit A, including, without limitation, the following intellectual property (the "Intellectual Property Collateral") of Grantor:

- (a) all state (including common law), federal and foreign trademarks, service marks and trade names, and all registrations or applications for registration of such trademarks, service marks and trade names, all names, terms, brands, designations, designs, logos, and/or other indicia of source used commercially by Grantor, whether registered or unregistered, and wherever registered or used commercially (and including, without limitation, the Trademarks as described and set forth in Exhibit A), all licenses relating to any or all of the foregoing and all income, fees, royalties or other proceeds now or hereafter due or payable with respect to any licenses, and all goodwill associated with or symbolized by any of the foregoing, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto, including all rights to claim priority based on use or filing, and all issuances, extensions, and renewals thereof (the "Trademark Collateral");

- (b) all patents and patent applications, domestic or foreign, all proprietary inventions, methods, or processes, whether or not patentable (and including, without limitation, the Patents as described and set forth in Exhibit A and, where applicable, the Core Software Assets as described and set forth in Exhibit A), all licenses relating to any of the foregoing, and all income, fees, royalties, or other proceeds now or hereafter due or payable with respect to any such licenses, all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto, and all issuances, divisions, continuations, continuations-in-part, reissues, renewals, extensions, and reexaminations thereof (the "Patent Collateral");
- (c) all domain names, including the domain name freshrealm.co that is registered by Grantor with registrar Register.com, Inc. (and including without limitation, the Domain Names listed in Exhibit A), and all associated URLs, web addresses, web pages, websites, including, without limitation, the website at the web address www.freshrealm.co, and all right, title, and interest under copyright, trademark or otherwise in and to all content on or corresponding to all associated websites (the "Domain Names," and, within the definition and meaning of the Intellectual Property Collateral, the "Domain Name Collateral"); and
- (d) all content, information, or other works of authorship of any kind or nature, including, without limitation, copyright registrations, applications for registration, and exclusive copyright licenses, and all issuances, extensions, and renewals thereof, and all corresponding rights of any kind thereto to undertake all actions of owners with respect to any of the foregoing as set forth in Section 106 of the United States Copyright Act (17 U.S.C. § 106) and under all other applicable laws throughout the world (the "Copyright Collateral").

3. Security Interest Filing. This Agreement has been executed and delivered by Grantor for the purpose of filing and/or registering the security interest of the Secured Party provided hereunder and under the Security Agreement in the Intellectual Property Collateral, or any of it, including, without limitation, in the Trademark Collateral and the Patent Collateral, with the U.S. Patent and Trademark Office, and/or in any other intellectual property offices in any country or jurisdiction throughout the world, as determined by the Secured Party.

4. Security Agreement. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Secured Obligations granted to the Secured Party in connection with the Note and the Security Agreement. The Grantor hereby further acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral and Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth in this Agreement. The Security Agreement (and all rights and remedies of the Secured Party under the Security Agreement) shall remain in full force and effect in accordance with its terms. Any release of the security interest and liens established hereby and/or by the Security Agreement on any Trademark Collateral and/or Patent Collateral, including any filings in the U.S. Patent and Trademark Office, shall be valid only if performed pursuant to the Security Agreement. In the

event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

5. Further Assurances. The Grantor, at its sole cost and expense, will execute and deliver such further documents or instruments (including, without limitation, financing statements (whether continuations or originals)), and provide such additional or updated information as, in each case, the Secured Party may reasonably require to obtain the full benefits of this Agreement, including, without limitation, all remedies described herein. Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of the Grantor, Secured Party or otherwise, to take any action and to execute any instrument that Secured Party may reasonably deem necessary or advisable to accomplish the purposes of this Agreement and to preserve the Secured Party's interest in the Collateral (whether in the Intellectual Property Collateral or otherwise), including, but not limited to, perfecting the Secured Party's security interest in the Collateral, or any of it.

6. Injunctive Relief. Grantor acknowledges that a breach by Grantor of any of the provisions of this Agreement will cause Secured Party great and irreparable harm and that Secured Party shall be entitled to injunctive and other equitable relief to prevent a breach or threatened breach of any such provision, in addition to any other remedies Secured Party may have, and that the provisions of this Agreement shall be specifically enforceable against Secured Party in accordance with their terms.

7. Governing Law. THE VALIDITY, CONSTRUCTION AND ENFORCEABILITY OF THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAWS PRINCIPLES OR RULES.

8. Venue. AT THE OPTION OF THE SECURED PARTY, THIS AGREEMENT AND THE NOTE MAY BE ENFORCED IN ANY FEDERAL COURT OR CALIFORNIA STATE COURT SITTING IN VENTURA COUNTY, CALIFORNIA; AND THE GRANTOR CONSENTS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUMS IS NOT CONVENIENT. IN THE EVENT THE GRANTOR COMMENCES ANY ACTION IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS AGREEMENT, THE SECURED PARTY AT ITS OPTION SHALL BE ENTITLED TO HAVE THE CASE TRANSFERRED TO ONE OF THE JURISDICTIONS AND VENUES ABOVE-DESCRIBED, OR IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE.

9. Waiver. No failure on the part of the Secured Party to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Secured Party of any right, remedy or power hereunder preclude any other or future exercise of any other right, remedy or power.

10. Notices. All notices, requests, demands and other communications called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when:

(a) personally delivered; (b) seven (7) days after having been mailed by United States certified mail, postage prepaid, return receipt requested; (c) two (2) days following delivery by an overnight courier service properly addressed to the receiving party and confirmed as having been delivered by such overnight courier service; or (d) upon acknowledgment of facsimile transmission immediately following correct dispatch. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Grantor, addressed to it at the address specified on the first page of this Agreement, or if to Secured Party, addressed to the address of Secured Party specified on the first page of this Agreement; or, in each case, at such other address as may hereafter be designated by the applicable party in a notice to the other party complying with this Section.

11. Assignment. The Agreement will be binding on and inure to the benefit of each of the parties hereto, their successors and assigns. This Agreement may not be assigned or transferred, in whole or in part, by either party hereto without the prior written consent of the other party, any such assignment or transfer without consent will be void. Notwithstanding the foregoing, Secured Party may assign this Agreement without Grantor's prior written consent by giving at least fifteen (15) days' prior written notice to the other party of such assignment, if the assignment is made to: (a) any legal entity (corporation, LLC or otherwise) which is a successor of Secured Party either by merger or consolidation, (b) a purchaser of all or substantially all of Secured Party's assets, or (c) any legal entity (corporation, LLC or otherwise) which shall directly or indirectly control, be under the control of, or be under common control of Secured Party.

12. Recovery of Litigation Costs. If any legal proceeding is brought arising out of or in connection with this Agreement, or as to the meaning, effect, performance, enforcement or any other issue in connection with this Agreement or the Note, the successful or prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs incurred in such proceeding(s), in addition to any other relief to which it may be entitled.

13. Entire Agreement. Except as otherwise provided herein, this Agreement, the Note and the Security Agreement, including but not limited to, their respective recitals, represent the entire agreement of the parties hereto with respect to the subject matter hereof and may not be contradicted by evidence of any oral agreement; provided that and notwithstanding the foregoing, the security interest granted herein has been granted as a supplement to, and not in limitation of, the security interest in the Collateral previously granted to the Secured Party under the Original Note, the Original Security Agreement and the Original IP Security Agreement.

14. Amendment. This Agreement may not be amended or supplemented, nor may any rights hereunder be waived, except in a writing signed by each of the parties affected thereby.

15. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart to this Agreement by facsimile transmission or other electronic or digital transmission shall be effective as delivery of a manually signed counterpart of the Agreement.

Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF, BASED ON OR PERTAINING TO THIS NOTE OR ANY OTHER RELATED DOCUMENT.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows.]*



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

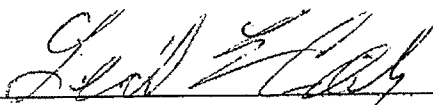
**GRANTOR:**

FRESHREALM, LLC

By: \_\_\_\_\_  
Name: Michael Lippold  
Title: Chief Executive Officer

**SECURED PARTY:**

CALAVO GROWERS, INC.

By:  \_\_\_\_\_  
Name: Lecil Cole  
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

**GRANTOR:**

FRESHREALM, LLC

By: Michael R. Lippold  
Name: Michael Lippold  
Title: Chief Executive Officer

**SECURED PARTY:**

CALAVO GROWERS, INC.

By \_\_\_\_\_  
Name: Lecil Cole  
Title: Chief Executive Officer

## EXHIBIT A

### COLLATERAL

All of the Grantor's right, title and interest to, in and under Grantor's personal property and any and all assets, wherever located and whether now existing or owned or hereafter acquired or arising, including, but not limited to: any and all Accounts, Certificated Securities, Chattel Paper, Commodity Accounts, Deposit Accounts, Documents, Equipment, Fixtures, General Intangibles, Customer Information, Commercial Tort Claims, Goods, Instruments, Inventory, Investment Property, Equity Interests, Letter of Credit Rights, Money, Proceeds, Securities, Securities Accounts, Supporting Obligations and Uncertificated Securities of the Grantor; and

Any and all Intellectual Property, including, but not limited to, the following Trademarks:

1. FRESHREALM, Reg. No. 4,932,815, Ser. No. 86/025,058, registered April 5, 2016 for: (1) "fresh prepared meals consisting primarily of meats, seafood, beans and produce, namely, fruits and vegetables" in International Class 29; (2) "bread, pastry and pasta" in International Class 30; (3) "fresh fruits, fresh vegetables" in International Class 31; (4) "fruit juices and drinks, bottled water" in International Class 32; and (5) "online grocery ordering services; wholesale and retail store services featuring food, namely, produce, fresh prepared meals, and groceries" in International Class 35.
2. FRESHREALM (plus design), Reg. No. 4,874,892, Ser. No. 86/069,887, registered December 22, 2015 for: (1) "fresh prepared meals consisting primarily of meats, seafood, beans and produce, namely, fruits and vegetables" in International Class 29; (2) "bread, pastry and pasta" in International Class 30; (3) "fresh fruits, fresh vegetables" in International Class 31; and (4) "fruit juices and drinks, bottled water" in International Class 32.
3. FRESH PORTER, Ser. No. 87/411,510, filed on April 14, 2017 for "online retail store services featuring prepared food kits ready for cooking and/or assembly as a meal" in International Class 35.
4. FRESH PORTER, Ser. No. 87/411,507, filed on April 14, 2017 for "prepared food kits composed of meat, poultry, fish, beans, fruits, and/or vegetables and also including sauces and/or seasonings, ready for cooking and/or assembly as a meal" in International Class 29.
5. FRESH PORTER, Ser. No. 87/411,505, filed on April 14, 2017 for "thermal insulated containers for food, beverages, other perishables, and other temperature-sensitive goods" in International Class 21.
6. THE POWER OF FRESH THINKING, Ser. No. 87/405,102, filed on April 10, 2017 for "online retail store services featuring prepared food kits ready for cooking and/or assembly as a meal" in International Class 35.
7. THE POWER OF FRESH THINKING, Ser. No. 87/405,093, filed on April 10, 2017 for "prepared food kits composed of meat, poultry, fish, beans, fruits, and/or vegetables and

also including sauces and/or seasonings, ready for cooking and/or assembly as a meal” in International Class 29; and

The following Patents:

Patent Title	Country	Status	Application Serial No./ Publication No./ Patent No.	Filing Date	Issuance Date	Comments
Fresh Food Shipping Vessel	U.S.	Pending	Appl. 14/475,433; Pub. No. 2015/0060440	9/2/2014		Claims priority to U.S. Provisional Appl. Nos. 61/873,274 and 61/986,790
Fresh Food Shipping Vessel	Europe	Abandoned	Appl. No. 14771451.3	International Filing Date: 9/2/2014		Published 7/13/2016; Withdrawn 3/1/2019
Fresh Food Shipping Vessel	China	Granted	ZL 201480056466.1	9/2/2014	10/31/2017	
Dynamic Packing System	U.S.	Pending	Appl. No. 16/183,358; Pub. No. 2019/0137162	11/7/2018		Claims priority to U.S. Provisional Appl. No. 62/582,831

Any and all Domain Names owned by and/or registered to Grantor, including, without limitation, the following:

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NAME	REGISTRAR
Domain	Registry
co-drop.net	GoDaddy
co-drop.org	GoDaddy
codrop.net	GoDaddy
codrop.org	GoDaddy
cookerycomplete.com	GoDaddy
foodmerchant.co	GoDaddy
foodmerchant.net	GoDaddy
foodmerchant.org	GoDaddy
foodvessel.co	GoDaddy
foodvessel.com	GoDaddy
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frbusiness.co	GoDaddy
frdirect.co	GoDaddy
freshbrandfood.co	GoDaddy
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<a href="http://thefutureoffood.co">thefutureoffood.co</a>	GoDaddy
<a href="http://worldofgratitude.co">worldofgratitude.co</a>	GoDaddy

Exhibit A to Intellectual Property Security Agreement

Any and all Core Software Assets;

Any and all Copyrights;

All rights in leases or subleases of real property where any of the Equipment included in the Collateral may be located, if any, all lease payments, rentals and other amounts due and to become due to the Grantors under any leases or subleases included in the Collateral, and all of each Grantor's rights with respect to any collateral and guaranties securing the payment of any leases or subleases included in the Collateral; and

Any and all proceeds of and substitutions for any of the foregoing and, to the extent not otherwise included in the foregoing, (i) the proceeds of all insurance on any of the foregoing; and (ii) all accessions and additions to, parts and appurtenances of, substitutions for and replacements of any of the foregoing.