

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548937

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ventura County Lemon Cooperative		11/08/2019	Association: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Administrative Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	0396005	BY THE SEA	
Registration Number:	2068659	BY THE SEA	
Registration Number:	2073258	COACHELLA MAID	
Registration Number:	2073259	COACHELLA MAID	
Registration Number:	2283497	OCEAN MAID	
Registration Number:	1409741	OCEAN MAID	
Registration Number:	1037615	OCEAN VIEW	
Registration Number:	2283498	OCEANVIEW & DESIGN	
Registration Number:	3318939	ONWARD	
Registration Number:	0944813	PACIFIC MAID	
Registration Number:	2145049	PACIFIC MAID	
Registration Number:	0342469	SAN MARCOS	
Registration Number:	2094178	SAN MARCOS	
Registration Number:	0384851	VEN-CO	
Registration Number:	2083030	VEN-CO	
Registration Number:	2076895	VEN-PAC	
Registration Number:	3359145	VEN-PAC CALIFORNIA LEMONS	
Registration Number:	0300955	VENTURA LIFE	
Registration Number:	0392974	VENTURA MAID	
TRADEMARK			

OP \$490.00 0396005

CORRESPONDENCE DATA**Fax Number:** 8888295819*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:** (312) 288-3586**Email:** CLS-ResultsChicagoUCC@wolterskluwer.com**Correspondent Name:** Nancy Helm Brown**Address Line 1:** 2929 Allen Pkwy**Address Line 2:** Suite 3300**Address Line 4:** Houston, TEXAS 77019

NAME OF SUBMITTER:	Diandra M. LaMantia
SIGNATURE:	/Diandra M. LaMantia/
DATE SIGNED:	11/11/2019

Total Attachments: 9

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TRADEMARK COLLATERAL AGREEMENT

This 8th day of November, 2019, VENTURA COUNTY LEMON COOPERATIVE, a California non-profit cooperative association (“*Debtor*”) with its principal place of business and mailing address at 245 East Colonia Rd, Oxnard, CA 93030, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO HARRIS BANK N.A., a national banking association (“*BMO Harris*”), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors as defined in the Security Agreement referred to below (BMO Harris acting as such administrative agent and any successor or successors to BMO Harris acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to Agent a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Trademark Collateral*”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith among Debtor, the other debtors party thereto and Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use Applications*”), but rather, if and so long as Debtor’s Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations.

When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of Illinois without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

VENTURA COUNTY LEMON COOPERATIVE

By: _____
Name: Gabriel Olmos
Title: President & CEO

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.
By _____
Name _____
Title _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

VENTURA COUNTY LEMON COOPERATIVE

By: _____
Name: _____
Title: _____

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.

By Andrew Gagle
Name: Andrew Gagle
Title: Director

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

Mark	Serial No. / Registration No.	Owner
BY THE SEA	0396005	Ventura County Lemon Cooperative
BY THE SEA & Design	2068659	Ventura County Lemon Cooperative
COACHELLA MAID	2073258	Ventura County Lemon Cooperative
COACHELL MAID & Design	2073259	Ventura County Lemon Cooperative
OCEAN MAID & Design	2283497	Ventura County Lemon Cooperative
OCEAN MAID	1409741	Ventura County Lemon Cooperative
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SAN MARCOS	0342469	Ventura County Lemon Cooperative
SAN MARCOS & Design	2094178	Ventura County Lemon Cooperative
VEN-CO	0384851	Ventura County Lemon Cooperative

Mark	Serial No. / Registration No.	Owner
VEN-CO & Design	2083030	Ventura County Lemon Cooperative
VEN-PAC	2076895	Ventura County Lemon Cooperative
VEN-PAC & Design	3359145	Ventura County Lemon Cooperative
VENTURA LIFE	0300955	Ventura County Lemon Cooperative
VENTURA MAID & Design	0392974	Ventura County Lemon Cooperative

PENDING FEDERAL TRADEMARK APPLICATIONS

None.