

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560596

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pacific Choice Brands, LLC		08/09/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Investors Bank		
Street Address:	99 Wood Avenue South		
Internal Address:	8th Floor		
City:	Iselin		
State/Country:	NEW JERSEY		
Postal Code:	08830		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5749373	CALIFORNIA GIFT	
Serial Number:	88084937	YA! THE ORIGINAL GREEK SALSA	
Serial Number:	88084930	YA!	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	179299		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	02/05/2020		
Total Attachments: 11			
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**PATENTS, TRADEMARKS
AND COPYRIGHTS SECURITY AGREEMENT**

THIS PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT is made on the 9th day of August, 2019 between PACIFIC CHOICE BRANDS, LLC, a California limited liability company (the "Debtor"), and **INVESTORS BANK** as agent (in such capacity, "Agent") for the Lenders (as defined in the Loan Agreement referred to below). Capitalized terms not defined herein shall have the meanings ascribed to them in the Loan Agreement (as defined below).

WITNESSETH:

WHEREAS, Debtor has executed a certain Revolving Credit, Term Loan and Security Agreement dated August, 2019 (as same may be amended, restated, replaced, modified and/or supplemented from time to time, the "Loan Agreement") and other loan documents executed in connection therewith (all of which are collectively referred to as the "Other Documents") to Agent to secure loans from Lenders to Debtor (as such amount may be increased from time to time); and

WHEREAS, the Debtor owns the United States copyrights which have been registered with the United States Copyright Office and has made applications for a United States copyright registration with the United States Copyright Office with respect to applications listed on Schedule A hereto ("Copyrights"), owns the United States patents and the applications for a United States patents listed on Schedule B ("Patents"), owns the use-based United States trademark applications and trademarks listed in Schedule C hereto, along with the good-will associated therewith ("Trademarks") and owns the United States trademark applications filed in the United States Patent and Trademark Office based on an intent to use the corresponding mark and listed on Schedule D, along with any good-will of the Debtor associated therewith ("ITU Marks"); and

WHEREAS, pursuant to the Loan Agreement, the Debtor is required to and has conveyed and granted to Agent a security interest in, among other things, all right, title and interest of the Debtor in, to and under all of the Debtor's Copyrights, Patents and Trademarks, whether presently existing or hereafter arising or acquired, and all products, substitutions, replacements and proceeds thereof to secure all obligations of the Debtor to Agent, including contingent obligations; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Debtor does hereby grant and convey to Agent, a security interest in, all of the Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (a) Each of the Copyrights which are presently, or in the future may be, owned by the Debtor, in whole or in part, as well as any application for a United States copyright registration now or hereafter made with the United States Copyright Office by the Debtor, as the same may be updated hereafter from time to time;
- (b) Each of the Patents, which are presently, or in the future may be owned by the Debtor, in whole or in part, as well as all applications for United States patents now or hereafter owned by the Debtor, as the same may be updated hereafter from time to time; and
- (c) Each of the Trademarks, which are presently, or in the future may be owned by the Debtor, in whole or in part, together with the good-will associated with each Trademark, as well as all applications for Trademarks now or hereafter owned by the Debtor, as the same may be updated hereafter from time to time.

Said security interest includes, without limitation, all proceeds thereof, the right to sue for past, present, and future infringements thereof, all rights corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

1) Debtor covenants and warrants that, to the extent that any Patents, Trademarks and/or Copyrights exist:

(a) it is, to the best of its knowledge, the true and lawful exclusive owner of all the Copyrights listed on Schedule A and that said Copyrights constitute all the United States Copyrights registered in the United States Copyright Office and applications for United States Copyrights that the Debtor now owns;

(b) it is, to the best of its knowledge, the true and lawful exclusive owner and/or intended assignee of all the Patents listed on Schedule B and that said Patents constitute all the United States Patents registered in the United States Patent and Trademark Office and applications for United States Patents that the Debtor now owns;

(c) it is, to the best of its knowledge, the true and lawful exclusive owner and/or intended assignee of all the Trademarks listed on Schedule C and that said Trademarks constitute all the United States Trademarks registered in the United States Patent and Trademark Office and applications for Trademarks that the Debtor now owns;

(d) The Debtor agrees, at Agent's request, on a semi-annual basis to execute such additional agreements with respect to any new Patent, Trademark and/or Copyright in which the Debtor hereinafter obtains rights or any ITU Mark which becomes registered with the United States Patent and Trademark Office. The Debtor further warrants that it is not aware of any third party claim that any of the aspects of the Debtor's present or contemplated business operations infringe or will infringe on any Patent, Trademark or Copyright. The Debtor grants to Agent an absolute power of attorney to sign any document which will be required by the United States Copyright Office or the United States Patent and Trademark Office in order to record the security interest in the Patents, Trademarks and Copyrights;

(e) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable;

(f) Each of the Patents, Trademarks and Copyrights is in use to the extent Debtor, in its reasonable business judgment in the ordinary course of business determines that such use is necessary or prudent and, to the best of the Debtor's knowledge, does not infringe the rights of any other person or entity;

(g) Debtor is, to the best of its knowledge, the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens other than Permitted Encumbrances, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements, and covenants by Debtor not to sue third persons, other than the assignment to Agent pursuant to this Agreement;

(h) Debtor has full power, authority and legal right to enter into this Agreement and to perform its obligations hereunder;

(i) [Intentionally Omitted];

(j) Debtor has used, and will use good faith effort to continue to use for the duration of this Agreement, consistent standards of quality in its manufacture or use of products sold under the Trademarks;

(k) At its own expense, the Debtor shall make timely payment of all post-issuance fees required pursuant to 35 U.S.C. Sec. 41 to maintain in force rights under each Patent, to the extent that Debtor deems advisable;

(l) Except in the Ordinary Course of Business or as otherwise permitted by the Loan Agreement, the Debtor hereby agrees not to divest itself of any right under any Copyright,

Trademark and/or Patent, which divestiture would have a Material Adverse Effect on Debtor's business, its properties, or its ability to perform its obligations under the Loan Agreement; and

(m) The Debtor agrees to promptly, upon learning thereof, furnish Agent in writing all pertinent information available to the Debtor with respect to any infringement or other violation of the Debtor's rights in any Copyright, Trademark and/or Patent, which infringement or violation would have a Material Adverse Effect on the Debtor, its properties or its ability to perform its obligations under the Loan Agreement and Other Documents (as defined in the Loan Agreement). To the extent that the Debtor deems advisable, the Debtor further agrees to prosecute any Persons infringing upon any Copyright, Trademark and/or Patent to the extent such infringement would have a Material Adverse Effect on the Debtor, its properties or its ability to perform its obligations under the Loan Agreement or Other Documents.

2) [Intentionally Omitted]

3) Debtor agrees that, until all of the Obligations (other than unasserted Contingent Obligations) shall have been satisfied in full, it will not enter into any agreement which is inconsistent with Debtor's obligations under this Agreement, without Agent's prior written consent, unless such agreement is otherwise permitted under the Loan Agreement.

4) If, before the Obligations (other than unasserted Contingent Obligations) have been satisfied in full:

(a) Debtor shall obtain rights to any new Trademark, any new Copyright, or any new patentable inventions, or become entitled to the benefit of any patent application or patent for reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions hereof shall automatically apply thereto and Debtor shall give to Agent notice thereof in writing promptly after the end of each fiscal quarter; and

(b) any ITU Mark becomes registered with the United States Patent and Trademark Office, the terms of this Agreement shall automatically apply without any further action on the part of the Debtor or Agent (including, without limitation, the grant of a security interest by Debtor to Agent in any such ITU Mark which becomes registered with the United States Patent and Trademark Office) and Debtor shall after the end of each fiscal quarter give to Agent prompt notice in writing of such ITU Mark becoming registered.

5) Debtor authorizes Agent to modify this Agreement by amending Schedules A, B, C and D to include any future Patents, Trademarks, Copyrights or ITU Marks and Debtor shall provide Agent notice thereof pursuant to Section 4 above. Within a reasonable time of the making of such modification(s), Agent shall provide Debtor with a copy hereof, however, failure by Agent to provide such copy shall not affect the enforceability of this Agreement.

6) Upon and during the occurrence and continuance of any Event of Default:

a) Agent shall have, in addition to all other rights and remedies given to it by this Agreement, the Loan Agreement, and the Other Documents, those rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, or Copyrights may be located; and

b) Agent may, in addition to any other remedies which may be available to Agent, without being deemed to have made an election of remedies, and without the assignment hereunder being deemed to be anything less than an absolute assignment, immediately, without demand of performance and without other notice (except as may be set forth below) or demand whatsoever to Debtor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale (or, to the extent required by law, otherwise realize upon in a commercially reasonable manner), all or from time to time, any of the Patents, Trademarks, or Copyrights, or any interest which the Debtor may have therein, and after deducting from

the proceeds of sale or other disposition of the Patents, Trademarks, or Copyrights all reasonable expenses (including all reasonable expenses for broker's fees and legal services), may apply the residue of such proceeds to the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Debtor. Notice of any sale or other disposition of the Patents, Trademarks, or Copyrights shall be given to Debtor at least ten (10) business days before the time of any intended public or private sale or other disposition of the Patents, Trademarks, or Copyrights is to be made, which notice Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks, or Copyrights sold, free from any right or equity of redemption on the part of Debtor, which right and equity of redemption are hereby waived and released.

- 7) At such time as the Obligations (other than unasserted Contingent Obligations) shall have been paid in full, this Agreement shall terminate and Agent shall execute and deliver to Debtor at Debtor's expense all releases and other instruments as may be necessary or proper to release the security interest in and to the Patents, Trademarks, or Copyrights, subject to any disposition thereof which may have been made by Agent pursuant hereto and in accordance with the terms hereof.
- 8) [Intentionally Omitted]
- 9) To the extent that Debtor deems it to be advisable in its commercially reasonable judgment, Debtor shall have the duty to prosecute diligently any actions for or of the Patents, Trademarks, or Copyrights pending as of the date of this Agreement or thereafter until the Obligations (other than unasserted Contingent Obligations) shall have been paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Patents, Trademarks, or Copyrights. Any expenses incurred in connection with the Patents, Trademarks, and Copyrights shall be borne by Debtor. Except as permitted by the Loan Agreement, the Debtor shall not abandon any Patents, Trademarks, or Copyrights other than in the Ordinary Course of Business without the consent of Agent, which consent shall not be unreasonably delayed, conditioned, or withheld.
- 10) Debtor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Patents, Trademarks, or Copyrights, in which event Agent may, if necessary, be joined as a nominal party to such suit if Agent shall have been reasonably satisfied that it is not incurring any risk of liability because of such joinder. Debtor shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs and expenses, including attorney fees, incurred by Agent in the fulfillment of the provisions of this paragraph. The obligations of the Debtor under this paragraph shall survive the termination of this Agreement.
- 11) In the event of the occurrence and continuance of a Default or an Event of Default, Debtor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Debtor's true and lawful attorney-in-fact, with the power to endorse Debtor's name on all applications, documents, papers and instruments necessary for Agent to use the Patents, Trademarks, or Copyrights, or to grant or issue any exclusive or nonexclusive license under the Patents, Trademarks, or Copyrights to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, or Copyrights to anyone else. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.
- 12) If Debtor fails to comply with any of its obligations hereunder, Agent may do so in Debtor's name or in Agent's name, but at Debtor's expense, and Debtor hereby agrees to reimburse Agent in full for all reasonable expenses, including reasonable attorney's fees, incurred by Lenders in protecting, defending and maintaining the Patents, Trademarks, or Copyrights.
- 13) No course of dealing between Debtor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Loan Agreement, or under any Other Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or

privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

- 14) All of Agent's rights and remedies with respect to the Patents, Trademarks, or Copyrights, whether established hereby or by the Loan Agreement, or by any other agreement(s) or by law, shall be cumulative and may be exercised singly or concurrently.
- 15) The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 16) This Agreement is subject to modification only by a writing signed by the parties, except as provided elsewhere herein.
- 17) The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
- 18) The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York.
- 19) THE PARTIES HERETO AGREE TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN NEW YORK IN CONNECTION WITH ANY MATTER ARISING HEREUNDER, INCLUDING THE COLLECTION AND ENFORCEMENT HEREOF. THE DEBTOR AND AGENT EACH HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT OR THE ACTIONS OF AGENT. THIS WAIVER IS MADE KNOWINGLY AND IN CONSIDERATION OF THE ADVANCES MADE UNDER THE LOAN AGREEMENT.
- 20) This Agreement, the Loan Agreement and the Other Documents embody the entire agreement and understanding between the Debtor and Agent and supersedes all prior agreements and understandings relating to the subject matter hereof and thereof.

[SIGNATURE PAGES TO FOLLOW]

[SIGNATURE PAGE TO PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT –
PACIFIC CHOICE BRANDS, LLC]

WITNESS the execution hereof under seal as of the day and year first above written.

PACIFIC CHOICE BRANDS, LLC

By: Triple H Food Processors, LLC, its sole member

By:  _____

Name: Thomas Harris, Jr.

Title: Chief Executive Officer

STATE OF _____ :

SS:

COUNTY OF _____ :

I CERTIFY that on August __, 2019, Thomas Harris, Jr. personally came before me and stated under oath to my satisfaction that:

- (a) this person is the Chief Executive Officer of TRIPLE H FOOD PROCESSORS, LLC, the limited liability company named in this Instrument;
- (b) this Instrument was signed and delivered by the company as its voluntary act duly authorized by a proper resolution of its Members; and
- (c) this person signed this acknowledgement to attest to the truth of these facts.

Signed and sworn to before me on
August __, 2019

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]



**SCHEDULE A
(Copyrights)**

None.

**SCHEDULE B
(Patents)**

None.

**SCHEDULE C
(Trademarks)**

Trademark	Reg. Date	Reg. Number
CALIFORNIA GIFT	May 14, 2019	5749373
YA! THE ORIGINAL GREEK SALSA	August 20, 2018	88/084,937
	August 20, 2018	88/084,930
PACIFIC CHOICE	Unregistered	
PACIFIC CHOICE BRANDS	Unregistered	
	Unregistered	

**SCHEDULE D
(ITU Marks)**

None.