

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM586392

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crisp Sensation Holding S.A.		06/17/2020	Corporation: SWITZERLAND
RECEIVING PARTY DATA			
Name:	NIBC Bank N.V.		
Street Address:	Carnegieplein 4		
City:	s-Gravenhage		
State/Country:	NETHERLANDS		
Postal Code:	2517 KJ		
Entity Type:	Naamloze Vennootschap (Nv): NETHERLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5248539	CRISP SENSATION	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	mrussell@kslaw.com		
Correspondent Name:	King & Spalding		
Address Line 1:	1180 Peachtree Street NE		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Mark Russell		
SIGNATURE:	/Mark Russell/		
DATE SIGNED:	07/14/2020		
Total Attachments: 7			
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SHORT FORM PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT TRADEMARK SECURITY AGREEMENT, dated as of 17-6, 2020, is made by **Crisp Sensation Holding S.A.** a company organised under the laws of Zwitserland, having its corporate seat in GENEVA, Zwitserland (CH) at Rue Pedro-Meylan 1, 1208 and also having offices in the Netherlands, at Veendijk 1a ap 19, 1231 PB Loosdrecht ("Grantor"), in favor of **NIBC Bank N.V.** a public company with limited liability (*naamloze vennootschap*) organised under the laws of the Netherlands, having its corporate seat at 's-Gravenhage (2517 KJ), Carnegieplein 4, the Netherlands, trade register number: 27032036 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is registered proprietor to the Collateral, including a number of USA patents, patent applications and a US trademark;

WHEREAS, this Patent and Trademark Security Agreement is a supplement to the Foreign IP Rights Security Agreement, dated as of the date herein, by and between the Grantor and the Grantee (the "Foreign IP Rights Security Agreement");

WHEREAS, this Patent and Trademark Security Agreement is executed for the purpose of filing a short form security agreement in the United States Patent and Trademark Office (the "USPTO"), which sets forth the Grantor's pledge of its intellectual property as security for the payment when due of the Secured Obligations;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, the Grantor hereby agrees with the Grantee as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Foreign IP Rights Security Agreement, as applicable.

Section 2. Grant of Security Interest in Collateral. the Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages and pledges to the Grantee for the benefit of the Grantee, and grants to the Grantee for the benefit of the Grantee a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent and Trademark Collateral"):

- (a) all of its patents, patent applications and all patent licenses providing for the grant by or to the Grantor of any right under any patent, including those referred to on Schedule 1 hereto;
- (b) all of its trademarks, trademark applications and all trademark licenses providing for the grant by or to the Grantor of any right under any trademark, including those referred to on Schedule 1 hereto
- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, and extensions of the foregoing;



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- (c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, violation or other impairment thereof;

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent and Trademark Security Agreement is granted in conjunction with the security interest granted to the Grantee pursuant to the Foreign IP Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Foreign IP Rights Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent and Trademark Security Agreement conflicts with any provision of the Foreign IP Rights Security Agreement, Foreign IP Rights Security Agreement shall govern.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its patents subject to a security interest hereunder.

Section 5. Counterparts. This Patent and Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts (including by facsimile or other electronic means), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

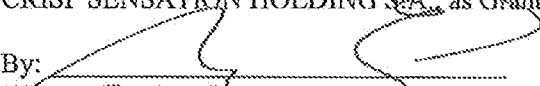
Section 6. Governing Law. **THIS PATENT AND TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK**

[SIGNATURE PAGES FOLLOW]

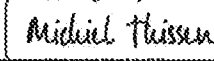


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IN WITNESS WHEREOF, each Grantor has caused this Short Form Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CRISP SENSATION HOLDING S.A. as Grantor

By: 
Name: Rob Smees
Title: Authorized Signatory

NIBC Bank N.V. as Grantee

By: 	
Name: Michiel Thissen	Hans Nagtegaal
Title: director	Managing director


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SCHEDULE I
TO
PATENT AND TRADEMARK SECURITY AGREEMENT




I. PATENTS

Crisp Sensation Holding SA						
Name	Title	Countries	Status	Application number	Grant Number	
CRUMB Continuation	Crumb coating for food products.	USA	granted Divisional of US Patent No. 8524301	14/737,762	9585414	
CRUMB Dryer Continuation	Dried Crumb Manufacture.	USA	pending	No. 15/133083		
Cryogenic Continuation	Production of microwaveable coated food products.	USA	granted Continuation of US Patent No. 9326536		9648900	
Dual CRUMB	Microwaveable coated food product, and method and apparatus for the manufacture thereof. (dit patent beschrijft een coating laag met 2 (ipv 1) paneerlagen voor langere krokantheid en betere hechting)			11 2013 019093		
		Brazil	pending	0		
		China	granted			201280006076-4
		Switzerland	granted			2481294
		Germany	granted			602011009392-4
		Spain	granted			2481294
		France	granted			2481294
		UK	granted			2481294
		Italy	granted			502014000002570
		Netherlands	granted			2481294
		Sweden	granted			2481294
		Poland	granted			2481295
		Mexico	granted			338365
		South Korea	granted			1586129
Japan	granted			5980814		
USA	granted		13/015491	9326537		
Stabiliser 1- Substrate and Precoat	Stabilization of microwave heated food substrates	Australia	granted		2011206402	
		Brazil	granted		11 2012 017423 1	
		China	granted		201180006282-0	
		Switzerland	granted		2359697	
		Germany	granted		602011000219-8	
		Spain	granted		2359699	
		France	granted		2359700	
		UK	granted		2359701	
		Italy	granted		2359702	
		Netherlands	granted		2359703	

		Sweden	granted		2359704
		Poland	granted		2359705
		Mexico	granted		331287
		Russia	granted		021490
		South Africa	granted		2012/04747
		Singapore	granted		181921
		Thailand	granted		63662
		South Korea	granted		10-184228
		Japan	granted		5667214
		USA	granted	12/764,407	8728554
Stabiliser 2	Coated stabilized microwave heated foods. (dit patent beschrijft het aanbrengen van een 'batter' met een laag meelgehalte voor langere krokantheid en betere hechting)	Australia	granted		2011206400
		Brazil	granted		11 2012 017424.0
		Switzerland	granted		2374361
		Germany	granted		602011000029-2
		Spain	granted		2374363
		France	granted		2374364
		UK	granted		2374365
		Italy	granted		502012902074223
		Netherlands	granted		2374367
		Sweden	granted		2374368
		Poland	granted		2374369
		Mexico	granted		326912
		Russia	granted		021566
		South Africa	granted		2012/04749
		Singapore	granted		181939
Thailand	granted		63342		
Japan	granted		5739911		
		USA	granted	12/764421	8765202

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2. TRADEMARKS

Trade Marks				
Name of Pledgor	Trade Marks / Type	Territory	Filing date	Appl. no./ Reg. number
Crisp Sensation Holding S.A.	 <i>(figurative logo)</i>	USA	December 29, 2015	86-859885/ 5248539

Handwritten mark resembling a stylized 'S' or 'J'.

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