

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626573

| | | | |
|---|-------------------------------|-----------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| FreshRealm, LLC | | 02/03/2021 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Calavo Growers, Inc. | | |
| Street Address: | 1141-A Cummings Road | | |
| City: | Santa Paula | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 93060 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4932815 | FRESHREALM | |
| Registration Number: | 4874892 | FRESHREALM | |
| Serial Number: | 87411510 | FRESH PORTER | |
| Serial Number: | 87411507 | FRESH PORTER | |
| Serial Number: | 87411505 | FRESH PORTER | |
| Serial Number: | 87405102 | THE POWER OF FRESH THINKING | |
| Serial Number: | 87405093 | THE POWER OF FRESH THINKING | |
| Serial Number: | 88774327 | COOKERY COMPLETE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 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> | | | |
| Phone: | 3107891235 | | |
| Email: | sgold@troygould.com | | |
| Correspondent Name: | Sharon R. Gold | | |
| Address Line 1: | 1801 Century Park East | | |
| Address Line 2: | Suite 1600 | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90067 | | |
| NAME OF SUBMITTER: | Sharon R. Gold | | |

OP \$215.00 4932815

| | |
|---|------------------|
| SIGNATURE: | /Sharon R. Gold/ |
| DATE SIGNED: | 02/16/2021 |
| Total Attachments: 13 source=REDACTED - Third Amended and Restated Intellectual Property Security Agreement#page1.tif source=REDACTED - Third Amended and Restated Intellectual Property Security Agreement#page2.tif source=REDACTED - Third Amended and Restated Intellectual Property Security Agreement#page3.tif source=REDACTED - Third Amended and Restated Intellectual Property Security Agreement#page4.tif source=REDACTED - Third Amended and Restated Intellectual Property Security Agreement#page5.tif source=REDACTED - Third Amended and Restated Intellectual Property Security Agreement#page6.tif source=REDACTED - Third Amended and Restated Intellectual Property Security Agreement#page7.tif source=REDACTED - Third Amended and Restated Intellectual Property Security Agreement#page8.tif source=REDACTED - Third Amended and Restated Intellectual Property Security Agreement#page9.tif source=REDACTED - Third Amended and Restated Intellectual Property Security Agreement#page10.tif source=REDACTED - Third Amended and Restated Intellectual Property Security Agreement#page11.tif source=REDACTED - Third Amended and Restated Intellectual Property Security Agreement#page12.tif source=REDACTED - Third Amended and Restated Intellectual Property Security Agreement#page13.tif | |

THIRD AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Third Amended and Restated Intellectual Property Security Agreement (this "Agreement"), effective as of February 3, 2021 (the "Effective Date"), is made by FreshRealm, LLC, 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").

RECITALS

WHEREAS, Grantor and Secured Party originally entered into that certain original Security Agreement dated August 10, 2018, which was fully restated and amended pursuant to that First Restated and Amended Security Agreement, effective September 18, 2019, as amended on October 8, 2019 (collectively, the "Original Security Agreement"), and that certain original Intellectual Property Security Agreement, dated August 10, 2018, which was fully restated and amended pursuant to that First Amended and Restated Intellectual Property Security Agreement, effective September 18, 2019, as amended on October 8, 2019 (collectively, the "Original IP Security Agreement"), to provide a security interest in the assets and collateral of Grantor in favor of Secured Party as an inducement for Secured Party to loan certain funds to Grantor under that certain Senior Promissory Note, by and between Grantor and Secured Party, originally entered into on August 10, 2018, fully amended and restated on September 18, 2019, and as amended eleven (11) times thereafter and most recently amended on April 17, 2020 (collectively, the "Original Note"). As of the Effective Date, the total amount due under the Original Note is [REDACTED] a [REDACTED] (the "Senior Loan Amount");

WHEREAS, simultaneously in connection with this Agreement and of even date herewith, the parties are amending and restating the Original Note with that certain Amended and Restated Senior Secured Loan Agreement and Promissory Note (the "Senior Amended Note"), to provide for certain new terms and conditions with respect to the outstanding Senior Loan Amount and indebtedness provided by Secured Party to Grantor in connection with that certain Limited Liability Company Member Separation and Release Agreement by and between the parties of even date herewith (the "Separation Agreement");

WHEREAS, also simultaneously in connection with this Agreement and the Separation Agreement and of even date herewith, the parties are entering into that certain Secured Promissory Note (the "Second Note") to account for Grantor's new and additional obligation to pay Secured party the amount of [REDACTED] [REDACTED] (the "Second Note Amount"), which such Second Note shall also have a security interest in the assets and collateral of Grantor in favor of Secured Party. The Second Note, and any rights and payments due thereunder, shall be subordinated to any and all rights, obligations and payments due under the Senior Amended Note. The Senior Amended Note and the Second Note are collectively referred to herein as the "Secured Notes";

WHEREAS, in connection with the execution and delivery of the Separation Agreement and the Secured Notes, Grantor and the Secured Party entered into that certain Third Amended and Restated 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 first priority security interest in all of the assets and collateral of Grantor pursuant to the Original Note, the Original Security Agreement and the Original IP Security Agreement, and continued to grant to the Secured Party, as security for the payment and performance of the Secured Notes, a first 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, but not limited to, the personal property set forth on Exhibit A, attached hereto and incorporated herein, 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, the Separation Agreement and the Secured Notes, 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 (defined below) of Grantor pursuant to the Original Note, the Original Security Agreement or the Original IP Security Agreement.

TERMS AND CONDITIONS

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. For value received, and to induce the Secured Party to enter into the Separation Agreement, the Senior Amended Note and the Second Note and to



herein as the Second Note Amount, Grantor confirms and agrees that it has previously granted to Secured Party a first priority security interest in the assets and Collateral of Grantor 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 first priority security interest in all of the Collateral as set forth in the Security Agreement and in Exhibit A hereof, including, without limitation, the following intellectual property (the "Intellectual Property Collateral") of Grantor:

- (a) all state, federal, and foreign trademarks, service marks, trade names, and all other names, terms, brands, designations, designs, logos, and/or other indicia of source used

commercially by Grantor, whether registered or unregistered, in all countries and jurisdictions throughout the world where registered, pending, or used commercially, and all registrations or applications for registration of any of the foregoing (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, all rights to claim priority for any reason, and all issuances, divisions, continuations, continuations-in-part, reissues, renewals, extensions, and reexaminations thereof (the "Patent Collateral");
- (c) all domain names registered or used by Grantor, 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 fixed in a tangible medium of expression, whether or not registered, 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 Secured Notes 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 SECURED NOTES 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) calendar days after having been mailed by United States priority mail with tracking number; (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 by the intended recipient of facsimile or electronic mail transmission immediately following correct dispatch, but only in the event of acknowledgement by such intended recipient. All such notices, requests, demands, and other communications shall be addressed to the respective party at the following addresses, or at such other addresses as either party may designate or change by written notice to the other party in like manner as described in this Section:

If to Grantor : Mr. Michael Lippold, CEO
FreshRealm, LLC
34 N Palm Street, Suite 100
Ventura, CA 93001
Email: michael@freshrealm.co

With a Copy To:
(Which Shall Not Constitute
Notice): Mr. Avery Kotler, Esq.
VGC LLP
34 North Palm Street, Suite 100
Ventura, CA 93001
Email: avery@freshrealm.co

If to Secured Party : Mr. James Gibson, CEO
Calavo Growers, Inc.
1141A Cummings Road
Santa Paula, CA 93060
Email: jimg@calavo.com

With a Copy To:
(Which Shall Not Constitute
Notice): Peter R. Hurm, Esq.
TroyGould PC
1801 Century Park East, 16th Floor
Los Angeles, CA 90067
Email: phurm@troygould.com

11. Assignment. The Agreement will be binding on and inure to the benefit of each of the parties hereto, and to their respective permitted successors and permitted 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, and 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 Grantor 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 Secured Notes, 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, Separation Agreement, the Senior Amended Note, the Second 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. Severability. In the event that any provision or any part of any provision of this Agreement is held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the validity or enforceability of any other provision or part of this Agreement, and the Agreement shall remain valid and in full force and effect with the exception of such illegal, invalid or unenforceable provision. If any restriction or provision contained in this Agreement is deemed by an arbitrator or court of law to be an unenforceable restriction or provision on any party hereto under the law, then such restriction or provision shall not be rendered void, but rather shall be deemed amended to apply to the maximum extent as such arbitrator or judge may determine is legally enforceable.

16. Section Headings. The Section headings in this Agreement are included for convenience only, are not a part of this Agreement and shall not be used in construing it.

17. Counterparts; Electronic Signature and Reproductions. This Agreement may be executed in one or more counterparts, including by PDF (Portable Document Format) or a similar format, and including with electronic signatures, each of which such counterpart shall be

deemed an original, but all of which, taken together, shall constitute one and the same agreement, and the reproduction of signatures, including electronic signatures, by means of a facsimile or e-mail scanning device shall be treated as though such reproductions are originals, and all with the same effect as if original signatures had been exchanged.

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

SECURED PARTY:

CALAVO GROWERS, INC.

By _____
Name: James Gibson
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: _____
Name: Michael Lippold
Title: Chief Executive Officer

SECURED PARTY:

CALAVO GROWERS, INC.

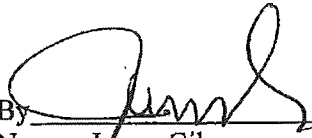
By:  _____
Name: James Gibson
Title: Chief Executive Officer

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. *A Notice of Allowance issued on November 21, 2017; no Statement of Use was filed by November 21, 2020, such that this Application will be deemed abandoned in due course is a Statement of Use is not filed within this grace period. Grantor does not intend to pursue this mark and plans to allow this Application to be abandoned.*
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. *A Notice of Allowance issued on November 21, 2017; no Statement of Use was filed by November 21, 2020, such that this Application will be deemed abandoned in due course is a Statement of Use is not filed within this grace period. Grantor does not intend to pursue this mark and plans to allow this Application to be abandoned.*
5. FRESH PORTER, 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. *A Notice of Allowance issued on October 3, 2017; no Statement of Use was filed by October 3, 2020, and a Notice of Abandonment issued on November 9, 2020. This Application can still be revived if a Petition and Statement of Use are filed by January 9, 2021. Grantor does not intend to pursue this mark and plans to allow this Application to remain abandoned.*

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. *A Notice of Allowance issued on October 3, 2017; no Statement of Use was filed by October 3, 2020, and a Notice of Abandonment issued on November 9, 2020. This Application can still be revived if a Petition and Statement of Use are filed by January 9, 2021.*
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. *A Notice of Allowance issued on October 3, 2017; no Statement of Use was filed by October 3, 2020, and a Notice of Abandonment issued on November 9, 2020. This Application can still be revived if a Petition and Statement of Use are filed by January 9, 2021.*
8. COOKERY COMPLETE, Ser. No. 88/774,327, filed on January 27, 2020 for “pre-packaged meals consisting of meat, poultry, fish, seafood, and/or vegetables, and also including sauces or seasonings, either ready for cooking, ready for preparation, and/or ready to eat” in International Class 29. *This Application was deemed abandoned as of October 30, 2020 due to a failure by the Applicant to respond to an Office Action that had issued on April 17, 2020, but the Application was revived on November 13, 2020 via Petition to Revive and Response to Office Action with the caveat that Grantor will agree to disclaim any exclusivity to the use of the word COOKERY apart from its use in the entire mark.*

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 Grant No. 105658538 | 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:

I. Domain Names registered with Registrar Register.com:

co-drop.com
codrop.co
freshrealm.co
freshrealm.com
freshrealmcloud.co
freshrealmcloud.com
myfrcloud.com

II. Domain Names registered with Registrar GoDaddy.com:

cookerycomplete.com
FOODMERCHANT.CO
FOODMERCHANT.NET
FOODMERCHANT.ORG
FOODVESSEL.CO
FRBUSINESS.CO
FRDIRECT.CO
FRESHBRANDFOOD.CO
FRESHBRANDFOOD.COM
FRESHBRANDFOOD.NET
FRESHBRANDFOOD.ORG
FRESHBRANDFOODS.CO
FRESHBRANDFOODS.COM
FRESHBRANDFOODS.NET
FRESHBRANDFOODS.ORG
FRESHFOODBRAND.CO
FRESHFOODBRAND.COM
FRESHFOODBRAND.NET
FRESHFOODBRAND.ORG
FRESHFOODSBRAND.CO
FRESHFOODSBRAND.COM

FRESHFOODSBRAND.NET
FRESHFOODSBRAND.ORG
FRESHPREPPED.CO
freshprepped.com
FRESHREALM.CLOUD.NET
FRESHREALM.CLOUD.ORG
FRESHREALM.CLOUD.US
FRESHREALM.VESSEL.CO
FRESHREALM.VESSEL.COM
FRPLAT.CO
FRPLAT.COM
GOODNESSFRIDAY.CO
GOODNESSFRIDAY.COM
GOODNESSFRIDAY.ORG
GOODNESSFRIDAYS.CO
GOODNESSFRIDAYS.COM
GOODNESSFRIDAYS.ORG
GOODNESSGRACIOUSHOW.CO
GOODNESSGRACIOUSHOW.COM
GOODWILLFRIDAY.CO
GOODWILLFRIDAY.COM
GOODWILLFRIDAY.NET
GOODWILLFRIDAY.ORG
GRATITUDEFRIDAY.CO
GRATITUDEFRIDAY.NET
GRATITUDEFRIDAY.ORG
THEFUTUREOFFOOD.CO
WORLD OF GRATITUDE.CO

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.