

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646347

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KATE FARMS, INC.		04/21/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Pacific Western Bank		
Street Address:	406 Blackwell Street		
Internal Address:	Suite 240		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	State Chartered Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4578314	KATE FARMS	
Registration Number:	4818229	KOMplete	
Registration Number:	5043024	ALL GOOD THINGS	
Registration Number:	5043025	KATEFARMS	
Registration Number:	5459696	KATE FARMS	
Registration Number:	5459697	KATE FARMS	
Registration Number:	5439925	KATE FARMS CORE ESSENTIALS	
Serial Number:	90391047	FOOD AS MEDICINE	
Serial Number:	90378451	FOOD FOR LIFE	
Serial Number:	90381334	FOOD FOR HEALTH	
Serial Number:	90378514	FOOD IS LIFE	
CORRESPONDENCE DATA			
Fax Number:	9192823941		
<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:	919-306-2508		
Email:	diligencereview@square1bank.com		
Correspondent Name:	PACIFIC WESTERN BANK		
Address Line 1:	406 BLACKWELL STREET		
TRADEMARK			

CH \$290.00 4578314

Address Line 2: SUITE 240
Address Line 4: DURHAM, NORTH CAROLINA 27701

NAME OF SUBMITTER:	Nicholas Nance
SIGNATURE:	/NicholasNance-TKF/
DATE SIGNED:	05/12/2021

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 21, 2021 by and between **PACIFIC WESTERN BANK** ("**Bank**") and **KATE FARMS, INC.**, a Delaware corporation ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Extension of credit by the Bank pursuant to the Loan Agreement is subject to the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure all of its present and future indebtedness, liabilities and obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of

the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Grantor:

KATE FARMS, INC.

By: 

Name: Tom B Secord

Title: PRESIDENT

Address of Grantor:

101 Innovation Place
Santa Barbara, CA 93108

Bank:

PACIFIC WESTERN BANK

By: _____

Name: _____

Title: _____

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

[Signature Page—Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Grantor:

KATE FARMS, INC.

By: _____

Name: _____


Title: _____

Address of Grantor:

101 Innovation Place
Santa Barbara, CA 93108

Bank:

PACIFIC WESTERN BANK

By: 
Name: James Duggan
Title: Managing Director

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

[Signature Page—Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
NONE		

EXHIBIT B
PATENTS

Description	Patent OR Serial Number	Grant OR Filing Date
Hydrolyzed Pea Protein-Based Nutrient Composition	Australia Serial No. 2019270904	08-May-2019
Hydrolyzed Pea Protein-Based Nutrient Composition	Canada Serial No. 3,100,067	08-May-2019
Hydrolyzed Pea Protein-Based Nutrient Composition	China Serial No. 2019800325714	08-May-2019
Hydrolyzed Pea Protein-Based Nutrient Composition	Europe Serial No. 19804397.8	08-May-2019
Hydrolyzed Pea Protein-Based Nutrient Composition	Japan Serial No. <i>Not yet assigned</i>	08-May-2019
Hydrolyzed Pea Protein-Based Nutrient Composition	S Korea Serial No. 1020207034951	08-May-2019
Hydrolyzed Pea Protein-Based Nutrient Composition	U.S. Patent No. 10,806,169	20-Oct-2020
Hydrolyzed Pea Protein-Based Nutrient Composition	U.S. Serial No. 17/021,339	15-Sep-2020
Hydrolyzed Pea Protein-Based Nutrient Composition	International Serial No. PCT/US2019/031362	08-May-2019

Intact Pea Protein-Based Nutrient Composition	Australia Serial No. 2019285716	29-May-2019
Intact Pea Protein-Based Nutrient Composition	Canada Serial No. 3,103,132	29-May-2019
Intact Pea Protein-Based Nutrient Composition	China Serial No. 2019800365321	29-May-2019
Intact Pea Protein-Based Nutrient Composition	Europe Serial No. 19819010.0	29-May-2019
Intact Pea Protein-Based Nutrient Composition	Japan Serial No. 2020-568539	29-May-2019
Intact Pea Protein-Based Nutrient Composition	S Korea Serial No. 1020217000448	29-May-2019
Intact Pea Protein-Based Nutrient Composition	U.S. Serial No. 16/006,793	12-Jun-2018
Intact Pea Protein-Based Nutrient Composition	International Serial No. PCT/US2019/034236	29-May-2019

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
Kate Farms	Reg. 4578314	8/5/2014
KOMLETE	Reg. 4818229	9/22/2015
ALL GOOD THINGS	Reg. 5043024	9/13/2016
katefarms	Reg. 5043025	9/13/2016
KATE FARMS	Reg. 5459696	5/1/2018
katefarms	Reg. 5459697	5/1/2018
KATE FARMS CORE ESSENTIALS	Reg. 5439925	4/3/2018
FOOD AS MEDICINE	Appl. 90391047	12/17/2020
FOOD FOR LIFE	Appl. 90378451	12/13/2020
FOOD FOR HEALTH	Appl. 90381334	12/14/2020
FOOD IS LIFE	Appl. 90378514	12/13/2020
KATE FARMS (Canada)	Reg. TMA1011972	12/31/2018

Kate Farms (Australia)	Reg. 1838220	1/11/2017
Kate Farms (China)	Reg. 4578314	1/11/2017
Kate Farms (Europe)	Reg. 1339451	1/11/2017
Kate Farms (United Kingdom)	Reg. 1339451	1/11/2017
Kate Farms (Israel)	Reg. 1339451	1/11/2017
Kate Farms (India)	Reg. 3539299	1/11/2017
Kate Farms (Japan)	Reg. 1339451	1/11/2017
Kate Farms (Mexico)	Reg. 1339451	1/11/2017
Kate Farms (New Zealand)	Reg. 1064579	1/11/2017
Kate Farms (Madrid Protocol)	Reg. 1339451	1/11/2017