

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM682404

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ziba Foods, LLC		09/22/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Zymex Industries, Inc.		
Street Address:	168 Hawk Dr.		
City:	Merced		
State/Country:	CALIFORNIA		
Postal Code:	95341		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3839339	ZIBA	
CORRESPONDENCE DATA			
Fax Number:	5594364800		
<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:	5594363800		
Email:	ipmail@sierraiplaw.com		
Correspondent Name:	Mark D. Miller		
Address Line 1:	P.O. Box 5637		
Address Line 4:	Fresno, CALIFORNIA 93755-5637		
ATTORNEY DOCKET NUMBER:	ZYMEX 8583.04		
NAME OF SUBMITTER:	Mark D. Miller		
SIGNATURE:	/ Mark D. Miller /		
DATE SIGNED:	10/20/2021		
Total Attachments: 6			
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source=Security.Agreement.for.Recording#page2.tif			
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source=Security.Agreement.for.Recording#page4.tif			

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EXHIBIT B

(to Purchase and Sale Agreement)

SECURITY AGREEMENT

This Security Agreement ("Agreement") is made by and between Zymex, Industries, Inc., a California corporation of 168 Hawk Drive, Merced, California 95341 ("Secured Party"), and Ziba Foods, LLC, a Delaware limited liability company doing business at 16192 Coastal Highway, Lewes, Delaware 19958 ("Grantor").

The parties hereby agree as follows:

1. Creation and Description of Security Interest. Grantor, for valuable consideration, receipt of which is hereby acknowledged, grants to Secured Party a security interest in all of Grantor's right, title and interest in and to U.S. Trademark Registration No. 3,893,339 for the mark ZIBA for use on processed nuts, namely pistachios, together with the goodwill associated therewith, hereinafter called "Collateral.". The foregoing security interest is given to secure performance of Grantor's obligations under that certain "Purchase and Sale Agreement," of even date herewith, executed by the parties hereto for the purchase and sale of the Collateral, hereinabove described. Grantor expressly authorizes and agrees that this Security Agreement and any related UCC financing statements concerning the Collateral may be recorded with the U.S. Patent and Trademark Office and any with other public entity in order to perfect or protect the Secured Party's interests in the Collateral.

2. Grantor's Warranties. To induce Secured Party to make said sale, Grantor represents, promises and warrants to Secured Party, its successors and assigns, as follows:

(a) **Payment of Indebtedness.** That Grantor will pay the "Purchase Price" as defined in the Purchase and Sale Agreement, secured hereby, at the time and in the manner provided therein.

(b) **No Additional Encumbrances.** That Grantor will not assign, sell, transfer or otherwise encumber the Collateral covered by this Security Agreement nor enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without the prior written consent of Secured Party.

(c) This Security Agreement creates a valid and perfected first priority security interest and collateral assignment in the Collateral securing the payment and performance of the obligations under the Purchase and Sale Agreement.

(d) **Preservation of the Collateral.** That Grantor at its own expense will keep the Collateral designated herein and any after-acquired property of the same nature, class or description, in good condition.

(e) Execution and Filing of Other Documents. Grantor shall execute and deliver to Secured Party all documents Secured Party reasonably necessary or convenient to perfect and maintain Secured Party's security in Collateral, including, but not limited to, financing statements. Secured Party may file or record in the appropriate public office any documents required or permitted by law to be filed or recorded to secure and perfect Secured Party's security interest.

3. Insolvency. Grantor agrees that if a bankruptcy or insolvency proceeding is instituted by or against it or if a receiver is appointed for the property of the Grantor, or if the Grantor makes an assignment for the benefit of creditors, the entire amount unpaid shall become immediately due and payable and Secured Party may proceed as provided in case of default.

4. Default. Grantor will be in default under this Security Agreement if after the expiration of the Cure Period (as defined in the Purchase and Sale Agreement):

(a) there is any failure to pay any installment when due under the Purchase and Sale Agreement secured hereby,

(b) Grantor commits any breach of this Security Agreement or the Purchase and Sale Agreement,

(c) any warranty, representation, or statement made by or on behalf of Grantor in respect to this Agreement is false,

(d) there is any seizure or attachment of, or levy on, the Collateral securing the debt under this Agreement, and/or

(e) Grantor ceases operations, is dissolved, or terminates its existence.

In the event that any such default is not cured within thirty (30) days after written notice to Grantor of such default, Secured Party may declare all sums secured hereby immediately due and payable by delivery to Grantor of a written declaration and notice of default and Secured Party may at once proceed to dispose of all Collateral covered by this Security Agreement by proceeding as provided for in the Commercial Code of the State of California, or may, in person or by agent, at their option, enter upon the premises where said Collateral may be and take possession thereof and take such additional measures as to Secured Party may be deemed necessary or proper for the care or protection of said Collateral, including without limitation recording an assignment of U.S. Trademark Registration No. 3,893,339 back to Secured Party with or without notice to Grantor.

5. Waivers. Grantor agrees that if after default by the Grantor or if after the entire amount unpaid becomes due and payable, the Secured Party fails to demand full payment, such failure shall not be deemed a waiver of the right of the Secured Party to make demand for the immediate payment of the entire amount unpaid or to take immediate possession of the Collateral covered by this Security Agreement and to take any other action set forth herein; and the acceptance by the Secured Party of any

payment subsequent to such default or such due date shall not be deemed a waiver of any such rights.

6. Invalidity of Particular Provisions. Grantor further agrees that the unenforceability or invalidity of any provision or provisions of this agreement shall not render any other provision or provisions herein contained unenforceable or invalid.

7. Remedies. Grantor agrees that each and every remedy herein contained shall be cumulative and in addition to every other remedy given hereunder, or now or hereafter existing at law or equity, and that if it fails or refuses to keep or perform each and all of the representations, warranties, covenants and agreements contained herein, the Secured Party, at its option, may do and perform any and all of such matters and things and all monies paid by Secured Party for any such purposes, including attorneys' fees and other out-of-pocket expenses, shall be added to the indebtedness secured by this agreement and shall be payable on demand.

8. Successors and Assigns. Grantor and Secured Party agree that all of the terms of this agreement shall be binding on their respective successors and assigns and that the term "Grantor" and the term "Secured Party" as used herein shall be deemed to include for all purposes their respective designees, successors, assigns, heirs, executors, and administrators.

9. Payment of Indebtedness. When all sums payable to Secured Party under said Purchase and Sale Agreement have been fully paid, all of the Collateral subject to this agreement shall be the property of Grantor free of any other security interest of Secured Party, and Secured Party shall properly execute and deliver to Grantor all documents necessary to terminate and release such security interest.

10. Choice of Law. This Agreement shall be deemed to be executed in the State of California and governed by and construed in accordance with the laws of the State of California.

11. Notice. Any notice required to be given to either Party shall be deemed to have been properly given and to be effective (a) on the date of delivery if delivered in person; or (b) three (3) days after mailing if mailed by an overnight courier (FedEx, DHL, or UPS); or (c) five (5) days after mailing if mailed by first-class certified mail, postage paid, to the respective addresses given below, or to such other address as may be designated by written notice given to the other Party:

To Zymex:

Zymex Industries, Inc.
Attn: Ahmad Foroutanaliabad, President
168 Hawk Drive
Merced, California 95341
with email copy to mmiller@sierraplz.com

To Ziba Foods:

Ziba Foods, LLC
Attn: Raffi Vartanian
16192 Coastal Highway
Lewes, Delaware 19958
with email copy to dll@kpclegal.com

12. Modification. Any modification of this Agreement must be in writing and signed by all parties. No oral modifications shall be effective to vary or alter the terms of this Agreement.

13. Authorized Signature. Each signatory hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom the signatory purports to sign.

14. Further Documents. Each Party to this Agreement shall execute whatever further documents may be necessary and appropriate to carry out the intent and purpose of this Agreement.

15. Captions and Headings. Captions and headings of this Agreement, or any other Agreement to be entered into in connection herewith, are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of such agreement, or the intent of any provision herein.

16. Counterparts. This Agreement may be executed in counterparts, including true and accurate copies of the original, all of which, when taken together, shall be deemed one original agreement so long as they are executed within seven (7) days of each other, the "Effective Date" being the date of the last signature. Any executed copy shall not be binding upon any Party until all Parties have duly executed a copy of this Agreement.

WITNESS the due execution hereof the date(s) below.

Zymex Industries, Inc.

By *Ahmad Foroutan*
Ahmad Foroutanaliabad,
President

Dated: 9/21/2021

Ziba Foods, LLC

By _____
Raffi Vartanian,
President

Dated: _____

WITNESS the due execution hereof the date(s) below.

Zymex Industries, Inc.

By _____
Ahmad Foroutanaliabad,
President

Dated: _____

Ziba Foods, LLC

By Raffi Vartanian
Raffi Vartanian (Sep 22, 2021 06:52 EDT)

Raffi Vartanian,
President

Dated: Sep 22, 2021
