CH \$415.00 6512960

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM685526

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PRESSED JUICERY, INC.		10/29/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	BANC OF CALIFORNIA, N.A.	
Street Address:	3 MAC ARTHUR PLACE	
City:	SANTA ANA	
State/Country:	CALIFORNIA	
Postal Code:	92707	
Entity Type:	National Banking Association: CALIFORNIA	

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	6512960	PRESSED
Registration Number:	6512959	PRESSED
Serial Number:	90562775	
Serial Number:	90562721	
Serial Number:	90562705	
Serial Number:	90562672	
Serial Number:	90562631	
Serial Number:	90222878	PRESSED
Serial Number:	90222654	PRESSED
Serial Number:	90222736	PRESSED
Registration Number:	5126879	PRESSED JUICERY
Registration Number:	5126880	PRESSED JUICERY GET BACK TO YOUR ROOTS
Registration Number:	5126878	PRESSED JUICERY GET BACK TO YOUR ROOTS
Registration Number:	5126877	PRESSED JUICERY
Registration Number:	5002877	PRESSED JUICERY
Registration Number:	6154545	PRESSED POINTS

CORRESPONDENCE DATA

Fax Number: 2138910400

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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900653972 REEL: 007483 FRAME: 0068

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 213-891-0700

Email: pnulud@buchalter.com, mmandel@buchalter.com,

nshaw@buchalter.com

Correspondent Name: PHILIP NULUD/V MONICA MANDEL/NORMAN SHAW

Address Line 1: 1000 WILSHIRE BOULEVARD

Address Line 2: SUITE 1500

Address Line 4: LOS ANGELES, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER: B1043-0007

NAME OF SUBMITTER: V. MONICA MANDEL

SIGNATURE: /V. Monica Mandel/

DATE SIGNED: 11/03/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>") dated to be effective as of October 29, 2021 is entered into by and between the Grantors listed on the signature pages hereof (collectively, jointly and severally, "<u>Grantors</u>" and each individually "<u>Grantor</u>"), and Banc of California, N.A., a national banking association ("<u>Bank</u>").

WITNESSETH:

WHEREAS, pursuant to the Commercial Loan Agreement, dated as of the date hereof (as the same may be amended, amended and restated, or supplemented from time to time, the "Loan Agreement"), entered into by and between PRESSED JUICERY, INC., a Delaware corporation, DINUBA PROPERTIES, LLC, a California limited liability company, 3530 E. CHURCH AVENUE, LLC, a California limited liability company, (individually company, and PRESSED MANUFACTURING, LLC, a California limited liability company, (individually and/or collectively, "Borrower") and Bank, Bank agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Bank is willing to make the financial accommodations to Borrower as provided for in the Loan Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Bank a Security Agreement, dated as of the date of the Loan Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Bank this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All initially capitalized terms used but not otherwise defined herein have the respective meanings given to them in the Security Agreement or, if not defined therein, in the Loan Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Bank to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "<u>Security Interest</u>") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "<u>Trademark Collateral</u>"):
- (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on **Schedule I**;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

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- 3. <u>SECURITY FOR SECURED OBLIGATIONS</u>. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Bank, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.
- 4. <u>SECURITY AGREEMENT</u>. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.
- 5. <u>AUTHORIZATION TO SUPPLEMENT</u>. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Bank unilaterally to modify this Trademark Security Agreement by amending **Schedule I** to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend **Schedule I** shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on **Schedule I**.
- 6. <u>COUNTERPARTS</u>. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission (including by e-mail delivery of a ".pdf" format data file) shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered by their respective duly authorized officers and to be effective as of the date first above written.

<u>GRANTOR</u>: PRESSED JUICERY, INC., a Delaware corporation

By: 12-14-

Name: Pawan Kalra

Title: Chief Executive Officer

BANK:

ACCEPTED AND ACKNOWLEDGED BY:

BANC OF CALIFORNIA, N.A., a national banking association

Name: Angelsea Belli

Title: Senior Vice President

SCHEDULE I to TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Grantor</u>	Country	<u>Mark</u>	Application/ Registration No.	App/Reg Date
Pressed Juicery, Inc.	United States of America	PRESSED	6512960	October 5, 2021
Pressed Juicery, Inc.	United States of America	PRESSED	6512959	October 5, 2021
Pressed Juicery, Inc.	United States of America	DESIGN ONLY	90562775	March 5, 2021
Pressed Juicery, Inc.	United States of America	DESIGN ONLY	90562721	March 5, 2021
Pressed Juicery, Inc.	United States of America	DESIGN ONLY	90562705	March 5, 2021
Pressed Juicery, Inc.	United States of America	DESIGN ONLY	90562672	March 5, 2021
Pressed Juicery, Inc.	United States of America	DESIGN ONLY	90562631	March 5, 2021
Pressed Juicery, Inc.	United States of America	PRESSED	90222878	September 29, 2020
Pressed Juicery, Inc.	United States of America	PRESSED	90222654	September 29, 2020
Pressed Juicery, Inc.	United States of America	PRESSED	90222736	September 29, 2020
Pressed Juicery, Inc.	United States of America	PRESSED JUICERY	5126879	January 24, 2017
Pressed Juicery, Inc.	United States of America	PRESSED JUICERY GET BACK TO YOUR ROOTS	5126880	January 24, 2017
Pressed Juicery, Inc.	United States of America	PRESSED JUICERY GET BACK TO YOUR ROOTS	5126878	January 24, 2017
Pressed Juicery, Inc.	United States of America	PRESSED JUICERY	5126877	January 24, 2017
Pressed Juicery, Inc.	United States of America	PRESSED JUICERY	5002877	July 19, 2016
Pressed Juicery, Inc.	United States of America	PRESSED POINTS	6154545	9/15/20

Schedule I to Trademark Security Agreement

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Pressed Juicery, Inc.	United Kingdom	PRESSED JUICERY	3336750	September 7, 2018
Pressed Juicery, Inc.	Japan	PRESSED JUICERY	112693	September 7, 2018
Pressed Juicery, Inc.	Canada	PRESSED JUICERY	1918612	September 6, 2018
Pressed Juicery, Inc.	European Union	PRESSED JUICERY	17 985 711	November 15, 2018

Trade Names

<u>Grantor</u>	<u>Trade Names Used</u>
Pressed Juicery, Inc.	Pressed Juicery
Pressed Juicery, Inc.	Pressed

Trademark Licenses

None

Schedule I to Trademark Security Agreement

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RECORDED: 11/03/2021

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