

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM759517

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
G.P.DE SILVA SPICES INCORPORATION		07/14/2022	Corporation: CALIFORNIA
DESILVA BROTHERS & COMPANY		07/14/2022	Corporation: CALIFORNIA
G.P.DE SILVA SPICES (TEXAS) INC		07/14/2022	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Huntington National Bank		
<b>Street Address:</b>	200 Public Square CM64		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5925238	CANELA	
<b>Serial Number:</b>	88390267	BLUME	
<b>Serial Number:</b>	88390364	BLUME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	trademarks@mcguirewoods.com		
<b>Correspondent Name:</b>	Christel Harlacher		
<b>Address Line 1:</b>	800 East Canal Street		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23219		
<b>NAME OF SUBMITTER:</b>	Christel E. Harlacher		
<b>SIGNATURE:</b>	/Christel E. Harlacher/		
<b>DATE SIGNED:</b>	10/06/2022		
<b>Total Attachments: 8</b>			

OP \$90.00 5925238

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "IP Security Agreement") is made as of July 14, 2022, among **G.P.DE SILVA SPICES INCORPORATION**, a California corporation ("Spices"), **DESILVA BROTHERS & COMPANY**, a California corporation ("Brothers") and **G.P.DE SILVA SPICES (TEXAS) INC**, a Texas corporation ("Texas" and, together with Spices and Brothers, collectively "Borrowers" and each, a "Borrower"), and **THE HUNTINGTON NATIONAL BANK**, a national banking association (together with its successors and assigns, the "Lender"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement (defined below).

**RECITALS**

**WHEREAS**, pursuant to that certain Credit and Security Agreement dated on or about the date hereof, among Borrowers and Lender (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lender has agreed, subject to the terms and conditions set forth therein, to make certain Loans to Borrowers; and

**WHEREAS**, it is a condition precedent to the obligation of Lender to execute and perform under the Credit Agreement that Borrowers execute and deliver this IP Security Agreement to Lender;

**NOW, THEREFORE**, in consideration of the willingness of Lender to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make Loans to Borrowers pursuant to the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest**. To secure all of Borrowers' Obligations under the Credit Agreement, each Borrower hereby grants to Lender a continuing security interest in all of the right, title and interest of such Borrower in and to all Intellectual Property rights held by such Borrower, including without limitation, the following collateral, whether now owned or hereafter acquired (the "IP Collateral"):

(a) The U.S copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) The U.S. patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) The U.S. trademark and service mark registrations, trademark and service mark applications, and unregistered tradenames and trademarks, set forth on Schedule C attached hereto, including, without limitation, all common-law rights related to, and goodwill of the business associated with the foregoing, provided that such grant does not include any Excluded Assets (collectively, the "Trademarks");

(d) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(e) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(f) Any and all amendments, renewals, extensions, reissuances, continuations, continuations in-part and replacements of any of the foregoing; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Borrower authorizes and requests that the United States Register of Copyrights and the United States Commissioner of Patents and Trademarks file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Lender in the IP Collateral.

3. Remedies. Upon the occurrence and during the continuance of an Event of Default, Lender shall have all rights and remedies against the IP Collateral under the Credit Agreement, the other Loan Documents, and applicable law.

4. After-acquired IP Collateral. If, prior to the termination of the security interests granted herein, any Borrower shall obtain any right, title or interest in or to any other or new Copyrights, Patents or Trademarks, or become entitled to the benefit of any other or new Copyrights, Patents or Trademarks (collectively, "After-Acquired IP Collateral"), the provisions of this IP Security Agreement shall automatically apply thereto and such Borrower shall give notice thereof as required under the Credit Agreement and shall execute and deliver to Lender such documents or instruments as Lender may reasonably request further to implement, preserve or evidence Lender's interest therein. In addition, and without limiting the foregoing, each Borrower irrevocably authorizes and empowers Lender to modify this Agreement by amending Schedule A, Schedule B, and/or Schedule C hereof, as appropriate, to include references to any such After-Acquired IP Collateral.

5. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Credit Agreement. The rights and remedies of Borrowers and Lender with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Credit Agreement. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

(c) THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS IP SECURITY AGREEMENT AND ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS IP SECURITY AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY SHALL BE GOVERNED BY, CONSTRUED UNDER, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REFERENCE TO ITS CONFLICTS OF LAW PRINCIPLES.

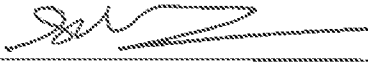
[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

BORROWERS:

**G.P.DE SILVA SPICES INCORPORATION,**

a California corporation

By: 

Name: Garumuni Ravindra Uvan De Silva

Title: CEO

**DESILVA BROTHERS & COMPANY,**

a California corporation


By: 

Name: Garumuni Ravindra Uvan De Silva

Title: CEO

**G.P.DE SILVA SPICES (TEXAS) INC,**

a Texas corporation

By: 

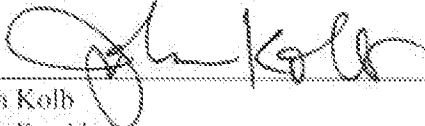
Name: Garumuni Ravindra Uvan De Silva

Title: CEO

[Signatures continued on following page]

**LENDER:**

**THE HUNTINGTON NATIONAL BANK,**  
a national banking association

By:  \_\_\_\_\_  
Name: John Kolb  
Title: Vice President

[Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 007861 FRAME: 0192**

**SCHEDULE A**

**COPYRIGHT COLLATERAL**

Registered Copyrights (each Borrower):

None.

Pending Copyright Applications (each Borrower):

None.

**SCHEDULE B**

**PATENT COLLATERAL**

Registered Patents (each Borrower):

None.

Pending Patent Applications (each Borrower):

None.



**SCHEDULE C**

**TRADEMARK COLLATERAL**

Registered Trademarks (G.P.DE SILVA SPICES INCORPORATION):

<b>Mark</b>	<b>Serial No.</b>	<b>Date Filed</b>	<b>Registration No.</b>	<b>Date Registered</b>
Canela	88404171	4/26/2019	5925238	12/3/2019

Pending Trademark Applications (G.P.DE SILVA SPICES INCORPORATION):

None.

Registered Trademarks (DESILVA BROTHERS & COMPANY):

None.

Pending Trademark Applications (DESILVA BROTHERS & COMPANY):

<b>Mark</b>	<b>Serial No.</b>	<b>Date Filed</b>	<b>Registration No.</b>	<b>Date Registered</b>
Blume	88390267	4/17/2019	N/A	N/A
Blume	88390364	4/17/2019	N/A	N/A

Registered Trademarks (G.P.DE SILVA SPICES (TEXAS) INC):

None.

Pending Trademark Applications (G.P.DE SILVA SPICES (TEXAS) INC):

None.