

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807674

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KATE FARMS, INC.		04/17/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PACIFIC WESTERN BANK		
Street Address:	555 S. Mangum Street		
Internal Address:	Suite 1000		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	State Chartered Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	97788035	WITH LOVE, KATE FARMS	
Serial Number:	97635185	MADE WITH CARE	
Serial Number:	90889958	MADE FOR TOLERANCE	
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:	919-314-3086		
Email:	diligencereview@square1bank.com		
Correspondent Name:	PACIFIC WESTERN BANK		
Address Line 1:	555 S. MANGUM STREET		
Address Line 2:	SUITE 1000		
Address Line 4:	DURHAM, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	Nicholas Nance		
SIGNATURE:	/NicholasNance/		
DATE SIGNED:	05/03/2023		
Total Attachments: 5			
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**SUPPLEMENT
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Supplement to Intellectual Property Security Agreement is entered into as of April 17, 2023 by and between **PACIFIC WESTERN BANK** (“*Bank*”) and **KATE FARMS, INC.**, a Delaware corporation (“*Grantor*”).

RECITALS

A. Bank and Grantor previously entered into an Intellectual Property Security Agreement (the “*IP Security Agreement*”), dated as of April 21, 2021 (the “*Effective Date*”). Capitalized terms that are used but not defined herein shall have the meanings provided for in the IP Security Agreement.

B. Bank and Grantor now desire to amend and supplement the IP Security Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereby represent, warrant, covenant and agree as follows:

AGREEMENT

The IP Security Agreement is hereby amended and supplemented by adding the Intellectual Property listed on Exhibit A hereto to Exhibit A of the IP Security Agreement, the Intellectual Property listed on Exhibit B hereto to Exhibit B of the IP Security Agreement, and the Intellectual Property listed on Exhibit C hereto to Exhibit C of the IP Security Agreement. References to Exhibits contained in the IP Security Agreement shall be deemed to refer to such Exhibits as supplemented by the Exhibits attached hereto. Without limitation on the generality of the foregoing, (1) Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under the intellectual property described on the Exhibits hereto, 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, and (2) Grantor represents and warrants to Bank that, other than as set forth on the Exhibits to the IP Security Agreement (as amended and supplemented by the Exhibits hereto), it has no trademarks or patents registered with the United States Patent and Trademark Office, or copyrights registered with the United States Copyright Office, or any pending applications therefor.

This Agreement is part of the IP Security Agreement and the provisions thereof are incorporated herein. The parties are authorized to attach to the IP Security Agreement a copy of the Exhibits hereto. This Agreement may be executed in any number of, and by different parties hereto on, separate counterparts, all of which, when so executed, shall be deemed an original, for all such counterparts shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Supplement to 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.

DocuSigned by:

By: *Thomas Beecher*

Name: Thomas Beecher

Title: President and Chief Financial Office

BANK:

PACIFIC WESTERN BANK

DocuSigned by:

By: *Mykas Degesys*

Name: Mykas Degesys

Title: Senior Vice President

EXHIBIT A

COPYRIGHTS

DESCRIPTION	REGISTRATION/ APPLICATION NUMBER	REGISTRATION/ APPLICATION DATE
None.		

EXHIBIT B**PATENTS**

DESCRIPTION	REGISTRATION/ APPLICATION NUMBER	REGISTRATION/ APPLICATION DATE
Enteral bag system for nutritional composition	11,547,629	01/10/23
	17/236,177	04/21/21
Intact pea protein-based nutrient composition	20220030909	02/03/22
	17/296,733	05/29/19
Hydrolyzed pea protein-based nutrient composition	20210401021	12/30/21
	17/296,731	05/08/19

EXHIBIT C

TRADEMARKS

DESCRIPTION	REGISTRATION/ SERIAL NUMBER	REGISTRATION/ APPLICATION DATE
WITH LOVE, KATE FARMS	97788035	02/09/23
MADE WITH CARE	97635185	10/17/22
MADE FOR TOLERANCE	90889958	08/18/21