

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM821056

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900774730

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lifecore Biomedical Operating Company, Inc.		05/22/2023	Corporation: DELAWARE
Lifecore Biomedical, Inc.		05/22/2023	Corporation: DELAWARE
Curation Food, Inc.		05/22/2023	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Alcon Research, LLC
<b>Street Address:</b>	6201 South Freeway
<b>City:</b>	Fort Worth
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	76134
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
<b>Registration Number:</b>	1460274	GREENLINE
<b>Registration Number:</b>	1488016	LIFECORE
<b>Registration Number:</b>	1653373	INTELIMER
<b>Registration Number:</b>	2580711	EAT SMART
<b>Registration Number:</b>	2648130	SUNSHINE BLEND
<b>Registration Number:</b>	2700557	O CHAMPAGNE VINEGAR
<b>Registration Number:</b>	2702724	O CABERNET VINEGAR
<b>Registration Number:</b>	2939113	LIFECORE
<b>Registration Number:</b>	3125057	
<b>Registration Number:</b>	3297565	EAT SMART
<b>Registration Number:</b>	3359708	EXTENDS FRESHNESS NATURALLY
<b>Registration Number:</b>	3438390	EXTENDS FRESHNESS NATURALLY
<b>Registration Number:</b>	3441896	EAT SMART
<b>Registration Number:</b>	3610377	INTELIMER
<b>Registration Number:</b>	3856330	CORGEL
<b>Registration Number:</b>	4318963	STEAM IN THE BAG

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4426882	CONTAINS 7 SUPERFOODS
Registration Number:	5205372	INTELIMER
Registration Number:	5380705	EAT SMART
Registration Number:	5383736	EAT SMART AT HOME
Registration Number:	5417016	EAT SMART
Registration Number:	5417105	EAT SMART
Registration Number:	5443167	EAT SMART AT HOME
Registration Number:	5448787	THE FAST, FLAVORFUL WAY TO EAT HEALTHY E
Registration Number:	5488161	STRONGROOTS
Registration Number:	5488162	STRONGROOTS
Registration Number:	5528165	LIFECORE BIOMEDICAL
Registration Number:	5528166	LIFECORE
Registration Number:	5624300	NOW PLANTING
Registration Number:	5704772	EAT SMART CHOPPED & CRUMBLED
Registration Number:	5870153	VINEYARD COLLECTION
Registration Number:	5928017	EAT SMART VINEYARD COLLECTION
Registration Number:	5961886	CURATION
Registration Number:	5961887	CURATION
Registration Number:	6024545	CURATION FOODS BRING IT TO THE TABLE
Registration Number:	6075147	CURATION FOODS BRING IT TO THE TABLE
Registration Number:	6091122	CURATION FOODS
Registration Number:	6099403	GOOD TO GROW
Registration Number:	6135506	CURATION FOODS
Registration Number:	6153611	
Registration Number:	6349163	BEYOND SALAD
Registration Number:	6747187	EAT SMART

**CORRESPONDENCE DATA**

**Fax Number:** 2148558200

*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.*

**Phone:** 2148558000

**Email:** chris.andersen@nortonrosefulbright.com

**Correspondent Name:** Chris R. Andersen

**Address Line 1:** 2200 Ross Avenue, Suite 3600

**Address Line 2:** Norton Rose Fulbright US LLP

**Address Line 4:** Dallas, TEXAS 75201-7932

**ATTORNEY DOCKET NUMBER:** 1001249082

**NAME OF SUBMITTER:** Chris Andersen

<b>SIGNATURE:</b>	/chris andersen/
<b>DATE SIGNED:</b>	06/30/2023
<b>Total Attachments: 8</b> source=04. Trademark Security Agreement (Alcon-Lifecore) - Executed 5.22.2023#page1.tif source=04. Trademark Security Agreement (Alcon-Lifecore) - Executed 5.22.2023#page2.tif source=04. Trademark Security Agreement (Alcon-Lifecore) - Executed 5.22.2023#page3.tif source=04. Trademark Security Agreement (Alcon-Lifecore) - Executed 5.22.2023#page4.tif source=04. Trademark Security Agreement (Alcon-Lifecore) - Executed 5.22.2023#page5.tif source=04. Trademark Security Agreement (Alcon-Lifecore) - Executed 5.22.2023#page6.tif source=04. Trademark Security Agreement (Alcon-Lifecore) - Executed 5.22.2023#page7.tif source=04. Trademark Security Agreement (Alcon-Lifecore) - Executed 5.22.2023#page8.tif	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of May 22, 2023 (this “**Agreement**”), is made and entered into by and among **EACH OF THE UNDERSIGNED**, as an original signatory hereto (each a “**Grantor**” and collectively, the “**Grantors**”), to and for the benefit of **ALCON RESEARCH, LLC** (“**Alcon**”), as Collateral Agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) under the Credit Agreement described below.

### RECITALS:

**WHEREAS**, reference is hereby made to that certain Credit and Guaranty Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement or the Pledge and Security Agreement (as defined herein), as applicable), by and among **LIFECORE BIOMEDICAL OPERATING COMPANY, INC.** (formerly known as Lifecore Biomedical, Inc.), a Delaware corporation (“**Lifecore Operating**”), **CURATION FOODS, INC.**, a Delaware corporation (“**Curation**”), and **LIFECORE BIOMEDICAL, INC.** (formerly known as Landec Corporation), a Delaware corporation (“**Lifecore**” and together with Lifecore Operating and Curation, the “**Borrowers**”), the Grantors, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time and Alcon, as Administrative Agent for the Lenders and Collateral Agent for the Secured Parties;

**WHEREAS**, reference is hereby made to that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), among the Borrowers, the Grantors, the other Credit Parties party thereto from time to time and Alcon, as the Collateral Agent; and

**WHEREAS**, the Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantors hereby agree with Collateral Agent as follows:

**1. Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and the other Credit Documents, each Grantor hereby grants to Collateral Agent, on behalf of the Secured Parties, a continuing First Priority security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”): (a) all of its Trademarks to which it is a party, including, without limitation, those U.S. Trademarks referred to on Schedule 1 hereto; (b) all renewals of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and (d) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i)

infringement or dilution of any Trademark and (ii) injury to the goodwill associated with any Trademark.

**2. Pledge and Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent, on behalf of the Secured Parties, pursuant to the Pledge and Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**3. Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1 hereof attach to (a) any "intent-to-use" trademark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration that issues from such intent-to-use application under applicable federal Law, or (b) any other Excluded Property.

**4. Authorization to Supplement.** The Grantors hereby authorize the Collateral Agent to modify this Agreement by amending Schedule 1 hereto to include any future United States registered Trademarks or applications therefor of the Grantors, which become Trademarks under the Pledge and Security Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 hereto shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1 hereto.

**5. Counterparts.** This Agreement may be executed in any number of counterparts (any of which may be delivered by email or other electronic transmission), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Any party delivering an executed counterpart of this Agreement via email or other electronic transmission shall, upon the request by Administrative Agent, also deliver a manually executed original to Administrative Agent or its counsel, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.

**6. APPLICABLE LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.**

[Remainder of Page Intentionally Blank]

**IN WITNESS WHEREOF**, each Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

**GRANTORS:**


**LIFECORE BIOMEDICAL, INC.**

By:   
Name: John D. Morberg  
Title: Chief Financial Officer

**CURATION FOODS, INC.**

By:   
Name: John D. Morberg  
Title: Chief Financial Officer

**LIFECORE BIOMEDICAL OPERATING COMPANY, INC.**

By:   
Name: John D. Morberg  
Title: Vice President and Secretary

**ACCEPTED AND ACKNOWLEDGED BY:**

**COLLATERAL AGENT:**

**ALCON RESEARCH, LLC**


By:   
Name: Ed McGough  
Title: SVP, Head Global MTO

[Signature Page to Trademark Security Agreement (Term)]

**TRADEMARK**  
**REEL: 008116 FRAME: 0480**



SCHEDULE 1  
TO TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

Grantor	Mark	Application No. Filing Date	Registration No. Registration Date
Curation Foods, Inc.	BEYOND SALAD	88660615 18-OCT-2019	6349163 11-MAY-2021
Curation Foods, Inc.	CONTAINS 7 SUPERFOODS 	85823916 15-JAN-2013	4426882 29-OCT-2013
Curation Foods, Inc.	CURATION	87342168 20-FEB-2017	5961886 14-JAN-2020
Curation Foods, Inc.	CURATION	87342185 20-FEB-2017	5961887 14-JAN-2020
Curation Foods, Inc.	CURATION FOODS	88775856 28-JAN-2020	6091122 30-JUN-2020
Curation Foods, Inc.	CURATION FOODS	88782173 02-FEB-2020	6135506 25-AUG-2020
Curation Foods, Inc.	CURATION FOODS BRING IT TO THE TABLE	87527212 13-JUL-2017	6024545 31-MAR-2020
Curation Foods, Inc.	CURATION FOODS BRING IT TO THE TABLE	88775811 28-JAN-2020	6075147 09-JUN-2020
Curation Foods, Inc.	Design Only 	78471343 20-AUG-2004	3125057 01-AUG-2006
Curation Foods, Inc.	EAT SMART	75863153 08-DEC-1999	2580711 18-JUN-2002
Curation Foods, Inc.	EAT SMART	78855553 06-APR-2006	3297565 25-SEP-2007
Curation Foods, Inc.	EAT SMART	77170461 01-MAY-2007	3441896 03-JUN-2008



Grantor	Mark	Application No. Filing Date	Registration No. Registration Date
Curation Foods, Inc.	EAT SMART 	87549161 31-JUL-2017	5417016 06-MAR-2018
Curation Foods, Inc.	EAT SMART 	87552652 02-AUG-2017	5380705 16-JAN-2018
Curation Foods, Inc.	EAT SMART 	87552689 02-AUG-2017	5417105 06-MAR-2018
Curation Foods, Inc.	Curation Foods, Inc. 	88532590 24-JUL-2019	6747187 31-MAY-2022
Curation Foods, Inc.	EAT SMART AT HOME	87282699 28-DEC-2016	5383736 23-JAN-2018
Curation Foods, Inc.	EAT SMART AT HOME	87604058 11-SEP-2017	5443167 10-APR-2018
Curation Foods, Inc.	EAT SMART CHOPPED & CRUMBLLED	87773557 28-JAN-2018	5704772 19-MAR-2019
Curation Foods, Inc.	EAT SMART VINEYARD COLLECTION	88114008 12-SEP-2018	5928017 03-DEC-2019
Curation Foods, Inc.	EXTENDS FRESHNESS NATURALLY	78920780 30-JUN-2006	3359708 25-DEC-2007
Curation Foods, Inc.	EXTENDS FRESHNESS NATURALLY	78978147 30-JUN-2006	3438390 27-MAY-2008
Curation Foods, Inc.	GOOD TO GROW 	88571716 08-AUG-2019	6099403 14-JUL-2020
Curation Foods, Inc.	GREENLINE	73650197 19-MAR-1987	1460274 06-OCT-1987
Curation Foods, Inc.	NOW PLANTING	87978926 28-NOV-2017	5624300 04-DEC-2018
Curation Foods, Inc.	O CABERNET VINEGAR	78135999 14-JUN-2002	2702724 01-APR-2003

Grantor	Mark	Application No. Filing Date	Registration No. Registration Date
Curation Foods, Inc.	O CHAMPAGNE VINEGAR	78136002 14-JUN-2002	2700557 25-MAR-2003
Curation Foods, Inc.	STEAM IN THE BAG 	85668743 04-JUL-2012	4318963 09-APR-2013
Curation Foods, Inc.	STRONGROOTS	87552748 02-AUG-2017	5488161 05-JUN-2018
Curation Foods, Inc.	STRONGROOTS 	87552763 02-AUG-2017	5488162 05-JUN-2018
Curation Foods, Inc.	SUNSHINE BLEND	76112089 18-AUG-2000	2648130 12-NOV-2002
Curation Foods, Inc.	THE FAST, FLAVORFUL WAY TO EAT HEALTHY EVERY DAY	86404707 24-SEP-2014	5448787 17-APR-2018
Curation Foods, Inc.	VINEYARD COLLECTION	88114018 12-SEP-2018	5870153 24-SEP-2019
LIFECORE BIOMEDICAL, INC.	INTELIMER	73815552 27-JUL-1989	1653373 13-AUG-1991
LIFECORE BIOMEDICAL, INC.	INTELIMER	78709504 08-SEP-2005	3610377 21-APR-2009
LIFECORE BIOMEDICAL, INC.	INTELIMER	86587988 06-APR-2015	5205372 16-MAY-2017
Lifecore Biomedical, LLC	CORGEL	77941188 22-FEB-2010	3856330 05-OCT-2010
Lifecore Biomedical, LLC	Design Only 	87587728 29-AUG-2017	6153611 15-SEP-2020
Lifecore Biomedical, LLC	LIFECORE	73647089 02-MAR-1987	1488016 17-MAY-1988
Lifecore Biomedical, LLC	LIFECORE	76489693 14-FEB-2003	2939113 12-APR-2005

Grantor	Mark	Application No. Filing Date	Registration No. Registration Date
Lifecore Biomedical, LLC	LIFECORE	87587772 29-AUG-2017	5528166 31-JUL-2018
Lifecore Biomedical, LLC	LIFECORE BIOMEDICAL	87587756 29-AUG-2017	5528165 31-JUL-2018