

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM833082

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lyrical Foods, Inc.		06/11/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank		
Street Address:	55 Almaden Boulevard, Suite 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6548592	KITE HILL PLANT-BASED ARTISANS	
Registration Number:	6173937	KITE HILL BLISSFUL PLANT-BASED ARTISANS	
Serial Number:	88587329	KITE HILL PLANT-BASED ARTISANS	
Registration Number:	6356585	KITE HILL BLISSFUL COCONUT MILK YOGURT	
Registration Number:	5898207	KITE HILL	
Registration Number:	6455914	KITE HILL	
Registration Number:	5166619	KITE HILL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2096258 TM		
NAME OF SUBMITTER:	Yvette Stohler		
SIGNATURE:	/Yvette Stohler/		

OP \$190.00 6548592

DATE SIGNED:	08/18/2023
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Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of June 11, 2021 (the "**Agreement**") between **WESTERN ALLIANCE BANK**, an Arizona corporation ("**Bank**") and **LYRICAL FOODS, INC.** ("**Grantor**") is made with reference to the Amended and Restated Loan and Security Agreement, dated as of June 28, 2019 (as amended from time to time, the "**Loan Agreement**"), between Bank and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Bank a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Bank of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

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

GRANTOR:

LYRICAL FOODS, INC., a Delaware corporation

By DocuSigned by:
Susan McDonald
F5A338C2997C4C0...

Name: Susan McDonald

Title: Chief Financial Officer

Address for Notices:

Attn: CFO
3180 Corporate Place
Hayward, CA 94545
E-mail: Rob@kite-hill.com; Sue@kite-hill.com

LENDER:

WESTERN ALLIANCE BANK,
an Arizona corporation

By DocuSigned by:
Jeff Brown
2D8EB4A50F8B495...

Name: Jeff Brown

Title: Senior Director

Address for Notices:

Attn: Mike Lederman
55 Almaden Blvd. Ste. 100
San Jose, CA 95113
Tel: (408) 423-8500
Fax: (408) 423-8520

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist X

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

EXHIBIT B
TRADEMARKS

Word/Mark	US Serial No.	US Reg. No.	App/Reg Date
KITE HILL PLANT-BASED ARTISANS	88982817	6548592	11/2/2021
KITE HILL BLISSFUL PLANT-BASED ARTISANS	88844707	6173937	10/13/2020
KITE HILL PLANT-BASED ARTISANS	88587329	Application	8/21/2019
KITE HILL BLISSFUL COCONUT MILK YOGURT	88372228	6356585	5/18/2021
KITE HILL	87981809	5898207	10/29/2019
KITE HILL	87522540	6455914	8/17/2021
KITE HILL	85819478	5166619	3/21/2017

EXHIBIT C

PATENTS

Title	Application Date	Application #
METHODS OF MAKING NON-DAIRY MILK AND SYSTEMS ASSOCIATED THEREWITH	7/11/2019	16/509,384