

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM445751

<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>
Durham Ranches, Inc.		09/29/2017	Corporation: WYOMING
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Armand Agra, Inc.		
<b>Street Address:</b>	1330 Capital Boulevard		
<b>City:</b>	Reno		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89502		
<b>Entity Type:</b>	Corporation: NEVADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2734938	DURHAM RANCH	
<b>Registration Number:</b>	4172651	DURHAM RANCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6023926070		
<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>Phone:</b>	602-382-6367		
<b>Email:</b>	ipdocket@swlaw.com, jplatt@swlaw.com		
<b>Correspondent Name:</b>	SNELL & WILMER L.L.P. JOHN H. PLATT		
<b>Address Line 1:</b>	400 EAST VAN BUREN STREET		
<b>Address Line 2:</b>	ONE ARIZONA CENTER		
<b>Address Line 4:</b>	PHOENIX, ARIZONA 85004		
<b>NAME OF SUBMITTER:</b>	John H. Platt		
<b>SIGNATURE:</b>	/John H. Platt/		
<b>DATE SIGNED:</b>	10/03/2017		
<b>Total Attachments: 5</b>			
source=SecurityInterest#page1.tif			
source=SecurityInterest#page2.tif			
source=SecurityInterest#page3.tif			
source=SecurityInterest#page4.tif			

CH \$65.00 2734938



**NOTICE OF TRADEMARK SECURITY INTEREST**

**Public Version**

**THIS NOTICE OF TRADEMARK SECURITY INTEREST** (this "Notice") is made effective as of the 29th day of September, 2017 (the "**Effective Date**").

**BETWEEN:**

**DURHAM RANCHES, INC.**, a Wyoming corporation  
(the "**Licensor**")

OF THE FIRST PART

- and -

**ARMAND AGRA, INC.**, a Nevada corporation  
(the "**Licensee**")

OF THE SECOND PART

**WHEREAS:**

- A. The Licensor and the Licensee have executed this same day that certain Trademark License Agreement under which the Licensor has granted to the Licensee certain rights to the Trademarks (defined below), including a security interest in such Trademarks; and
- B. The Licensee desires to record with the United States Patent and Trademark Office a notice that it has certain rights to the Trademarks, as more fully set forth in the Trademark License Agreement.

**NOW THEREFORE THIS NOTICE WITNESSETH** that in consideration of the mutual promises, provisos and covenants contained in the Trademark License Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- (a) As collateral security and in order to support the obligations of the Licensor to the Licensee under the Trademark License Agreement, the Licensor does hereby grant to the Licensee a security interest in and to the Trademarks (as such term is defined in the Trademark License Agreement), including those trademark registrations listed in Schedule A attached hereto, but excluding any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable U.S. federal law; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered included in the collateral.
- (b) The Licensor authorizes the United States Commissioner for Trademarks to record and register this Notice upon request by the Licensee.

- (c) This Notice has been entered into pursuant to and in conjunction with the Trademark License Agreement, which is hereby incorporated by reference. The provisions of the Trademark License Agreement shall supersede and control over any conflicting or inconsistent provision herein.
- (d) This Notice may be simultaneously executed and delivered in counterparts (including counterparts by PDF or facsimile), each of which when so executed and delivered will be deemed to be an original, and such counterparts together will constitute one and the same Notice.
- (e) This Notice is governed by, and shall be construed and interpreted in accordance with, the laws of State of Nevada and the laws of the United States of America applicable therein, without giving effect to principles regarding conflict of laws.

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE FOLLOWS.**

IN WITNESS WHEREOF the parties hereto have executed this Notice as of the Effective Date.

**DURHAM RANCHES, INC.**

Per: Armando J. Floccini III

Name: Armando J. Floccini III

Title: President

Date: Sept. 29, 2017

**ARMAND AGRA, INC.**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

IN WITNESS WHEREOF the parties hereto have executed this Notice as of the Effective Date.

**DURHAM RANCHES, INC.**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ARMAND AGRA, INC.**

Per: Derek Senft

Name: Derek Senft

Title: Secretary-Treasurer

Date: September 29, 2017

**SCHEDULE "A"**  
**TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Country</b>	<b>App. No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>
DURHAM RANCH	U.S.	78/161,423 09/06/2002	2,734,938 07/08/2003
<u>DURHAM</u> <u>RANCH</u>	U.S.	85/286,834 04/05/2011	4,172,651 07/10/2012