

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453537

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hollandia Produce Group, Inc.		11/21/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	NBH Capital Finance, a division of NBH Bank		
Street Address:	7800 East Orchard Road, Suite 300		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	a Colorado state-chartered bank: COLORADO		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	87663093	HOME HARVEST PACK	
Serial Number:	87559034	WE LIVE FOR LETTUCE	
Serial Number:	87474046		
Serial Number:	87561298	FARM AT TABLE	
Serial Number:	87559452	OUR ROOTS ARE SHOWING	
Serial Number:	87474052	PETE'S LIVING GREENS	
Serial Number:	87474024	PETE'S LIVING GREENS	
CORRESPONDENCE DATA			
Fax Number:	4352143811		
<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:	435-214-3807		
Email:	mjones@markuswilliams.com		
Correspondent Name:	Melinda Jones		
Address Line 1:	2750 Rasmussen Road, Suite H-104		
Address Line 4:	Park City, UTAH 84098		
ATTORNEY DOCKET NUMBER:	11131.527		
NAME OF SUBMITTER:	Melinda Jones		
SIGNATURE:	/mej/		

CH \$190.00 87663093

DATE SIGNED:

12/06/2017

Total Attachments: 10

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of November 21, 2017, is made by and between **Hollandia Produce Group, Inc.**, a California corporation, having a business location at the address set forth below next to its signature ("HPG"), and **NBH Capital Finance, a division of NBH Bank, a Colorado state-chartered bank** (together with its participants, successors and assigns, "Lender"), having a business location at the address set forth below next to its signature.

Recitals

Hollandia Produce, L.P., a California limited partnership ("Hollandia"), Green Growth Consulting, LLC, a California limited liability company ("Green Growth"), Advanced Sustain Ability, LLC, a California limited liability company ("Advanced") and Hollandia Flowers, LLC, a California limited liability company ("Flowers" and, together with Hollandia, Green Growth and Advanced, "Borrowers," and each, together with its successors and permitted assigns, a "Borrower") and Lender are parties to that certain Loan and Security Agreement (as amended, modified, supplemented or restated from time to time, the "Loan Agreement") dated as of December 31, 2015, setting forth the terms on which Lender may now or hereafter extend credit to or for the account of any Borrower.

HPG has entered into that certain Guarantee and that certain Guarantor Security Agreement, each in favor of Lender and each dated as of December 31, 2015.

As a condition to extending credit to or for the account of any Borrower, Lender has required the execution and delivery of this Agreement by HPG.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of HPG's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of HPG's right, title and interest in and to:
(i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each,
(ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all

as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. HPG hereby pledges, collaterally assigns and grants to Lender a Lien and security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks (other than, in each case, to the extent constituting Excluded Assets) to secure payment of the Obligations. As set forth in, and subject to, the Security Documents, the Security Interest is coupled with a security interest in substantially all of the personal property of HPG. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. HPG represents, warrants and agrees as follows:

(a) Existence; Authority. HPG is a duly organized limited liability company, validly existing under the laws of its state of organization, and this Agreement has been duly authorized by all necessary action on the part of HPG.

(b) Patents. Exhibit A accurately lists all Patents owned or controlled by HPG as of the date hereof, or to which HPG has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof; provided, however, that Exhibit A need not list Patents for which there are no applications or registrations and which are not material to HPG's or any Affiliate's business(es). If after the date hereof, HPG owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then HPG shall within 60 days provide written notice to Lender with a replacement Exhibit A, which upon acceptance by Lender shall become part of this Agreement.

(c) Trademarks. Exhibit B accurately lists all Trademarks owned or controlled by HPG as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to HPG's or any Affiliate's business(es). If after the date hereof, HPG owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to HPG's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then HPG shall promptly provide written notice to Lender with a replacement Exhibit B, which upon acceptance by Lender shall become part of this Agreement.

(d) [Reserved].

(e) Title. (i) HPG owns the Patents and Trademarks free and clear of all restrictions (including covenants not to sue any Person), court orders, injunctions, decrees, writs or Liens, and (ii) no Person other than HPG owns or has been granted any right in the Patents or Trademarks.

(f) No Sale. Except as permitted in the Loan Agreement, HPG will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Lender's prior written consent (such consent not to be unreasonably withheld, delayed or conditioned).

(g) Defense. HPG will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens (other than a Patent or Trademark that has been abandoned or is no longer necessary for the conduct of HPG's business as reasonably determined by HPG).

(h) Maintenance. HPG will at its own expense maintain the Patents and the Trademarks (other than a Patent or Trademark that has been abandoned or is no longer necessary for the conduct of HPG's business as reasonably determined by HPG) including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor.

(i) Lender's Right to Take Action. If HPG fails to perform or observe any of its covenants or agreements set forth in this Section 3, or if HPG notifies Lender that it intends to abandon a Patent or Trademark, Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of HPG (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, HPG shall pay Lender on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Lender in connection with or as a result of Lender's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Lender at the rate set forth in the Loan Agreement. Lender shall promptly provide HPG with documentation for all out-of-pocket costs, fees and expenses of Lender for which HPG must reimburse Lender or which HPG must pay hereunder.

(k) Power of Attorney. HPG hereby irrevocably appoints (which appointment is coupled with an interest) Lender, or its delegate, as the attorney-in-fact of HPG with the right (but not the duty) from time to time upon the occurrence and during the continuation of an Event of Default, to create, prepare, complete, execute, deliver,

endorse or file, in the name and on behalf of HPG, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by HPG under this Section 3, or, necessary for Lender, after the occurrence and during the continuation an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. HPG hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.

4. HPG's Use of the Patents and Trademarks. HPG shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): an Event of Default (as defined in the Loan Agreement) (subject to any applicable grace periods) shall occur.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any or all remedies available under the Loan Agreement.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Lender may enforce the Patents and Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, HPG shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado (other than conflict laws).

8. Severability of Invalid Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

9. Duplicate Originals; Counterpart Execution. Two or more duplicate originals of this Agreement may be signed by the parties, each duplicate of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement may be

executed in several counterparts, without the requirement that all parties sign each counterpart. Each of such counterparts shall be an original, but all counterparts together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page to this Agreement by telecopier or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement. HPG shall promptly send its original of each counterpart to Lender, but HPG's failure to do so shall not affect the validity, enforceability, and binding effect of this Agreement. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement.

10. WAIVER OF JURY TRIAL. EACH OF HPG AND LENDER WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, BETWEEN LENDER AND HPG ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith. HPG AND LENDER HEREBY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

11. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Lender and HPG. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. No course of dealing or delay or failure to assert any Event of Default shall constitute a waiver of that Event of Default or of any prior or subsequent Event of Default. All rights and remedies of Lender are cumulative and not exclusive of any other rights or remedies, and shall be in addition to every other right, power, and remedy that Lender may have, whether specifically granted herein or hereafter existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Lender may deem expedient in its sole discretion. All notices to be given to HPG under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Lender shall not be obligated to preserve any rights HPG may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of the Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of HPG and Lender and their respective participants, successors and assigns and shall take effect when signed by HPG and delivered to Lender, and HPG waives notice of Lender's acceptance hereof. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by HPG shall have the same force and effect as the original for all purposes of a financing statement. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Hollandia Produce Group, Inc.
1545 Santa Monica Road
Carpinteria, CA 93013

HOLLANDIA PRODUCE GROUP, INC.

By: 
Name: Bill Farwell
Title: Chief Financial Officer

NBH Capital Finance, a division of NBH
Bank, a Colorado state-chartered bank
7800 East Orchard Road, Suite 300
Greenwood Village, CO 80111

**NBH CAPITAL FINANCE, A DIVISION OF
NBH BANK, A COLORADO STATE-
CHARTERED BANK**

By: _____
Name: Dustin Jacobson
Title: Vice President

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Hollandia Produce Group, Inc.
1545 Santa Monica Road
Carpinteria, CA 93013

HOLLANDIA PRODUCE GROUP, INC.

By: _____
Name: Bill Farwell
Title: Chief Financial Officer

NBH Capital Finance, a division of NBH
Bank, a Colorado state-chartered bank
7800 East Orchard Road, Suite 300
Greenwood Village, CO 80111

**NBH CAPITAL FINANCE, A DIVISION OF
NBH BANK, A COLORADO STATE-
CHARTERED BANK**

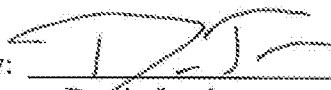
By:  _____
Name: Dustin Jacobson
Title: Vice President

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
NONE		

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
NONE		

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
NONE			

FOREIGN PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
NONE		

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
NONE		

APPLICATIONS

<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
HOME HARVEST PACK	87/663093	October 27, 2017
WE LIVE FOR LETTUCE	87/559034	August 7, 2017
	87/474046	June 3, 2017
FARM AT TABLE	87/561298	August 8, 2017
OUR ROOTS ARE SHOWING	87/559452	August 7, 2017
PETE'S LIVING GREENS	87/474052	June 3, 2017
	87/474024	June 2, 2017

COLLECTIVE MEMBERSHIP MARKS

NONE

UNREGISTERED MARKS

NONE

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Exh. B

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