

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM746900

<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>
CRISP SENSATION HOLDING SA		09/29/2021	Limited Liability Company: SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WIVABE HOLDING B.V.		
<b>Street Address:</b>	VONDELINGENPLAAT 17		
<b>City:</b>	ROTTERDAM		
<b>State/Country:</b>	NETHERLANDS		
<b>Postal Code:</b>	3196 KL		
<b>Entity Type:</b>	Limited Liability Company: NETHERLANDS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5248539	CRISP SENSATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	+31616356463		
<b>Email:</b>	vanrappard@vrmk.legal		
<b>Correspondent Name:</b>	Godert van Rappard		
<b>Address Line 1:</b>	Herengracht 280		
<b>Address Line 4:</b>	Amsterdam, NETHERLANDS 1016 BX		
<b>NAME OF SUBMITTER:</b>	Godert van Rappard		
<b>SIGNATURE:</b>	/GODERT VAN RAPPARD/		
<b>DATE SIGNED:</b>	08/09/2022		
<b>Total Attachments: 28</b>			
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**United States of America**

**EXECUTION COPY**

**FOREIGN IP RIGHTS PLEDGE DEED**

**REGARDING THE PLEDGE OF INTELLECTUAL PROPERTY OF:**

**CRISP SENSATION HOLDING SA**

**TO**

**NIBC BANK N.V.**

**AND**

**WIVABE HOLDING B.V.**

*de***Advocaten**  
*van***vanRiet**

**TRADEMARK**  
**REEL: 007815 FRAME: 0704**

**The Parties:**

- a. **NIBC Bank N.V.** a public company with limited liability (*naamloze vennootschap*) organised under the laws of the Netherlands, having its corporate seat at 's-Gravenhage (2517 KJ), Carnegieplein 4, the Netherlands, trade register number: 27032036) as: '**Pledgee 1**';
- b. **Wivabe Holding B.V.**, a private company with limited liability, having its registered office in Rotterdam, and principal place of business at Vondelingenplaat 17, (3196 KL) Rotterdam, registered in the Commercial Register of the Chamber of Commerce under number 30067814, hereinafter to be referred to as: '**Pledgee 2**';
- c. **Crisp Sensation Holding SA**, a company organised under the laws of Switzerland, having its corporate seat in Geneva, Switzerland (CH), at Rue Pedro-Meylan 1, registered in the Chamber of Commerce with number 66844002, and in the register of the Chancellerie d'Etat Genève (Switzerland) with number CHE 115.251.793, hereinafter to be referred to as: the "**Pledgor**"

The undersigned hereinafter jointly referred to as the "**Parties**" and, individually, as the "**Party**".

**Considering (preamble):**

- A. **Crisp Beheer B.V.**, a private company with limited liability, having its registered office in Rotterdam, with its principal place of business at Vondelingenplaat 17, (3196 KL) Vondelingenplaat Rotterdam, registered in the trade register of the Chamber of Commerce under number 81162391, hereinafter to be referred to as: "Crisp Beheer". Crisp Beheer is the sole member of the management board of Crisp Sensation Holding B.V., a limited liability company with its registered office in Loosdrecht, the Netherlands, having its place of business in Zaltbommel at Valeton 3 (5301 LW), registered in the Chamber of Commerce under number 68974078, hereinafter referred to as "Crisp Sensation Holding", and is the sole holder of all certificates issued by Stichting Administratiekantoor Crisp Sensation for the entire issued share capital in Crisp Sensation Holding.
- B. Crisp Sensation Holding (indirectly) holds all the shares in:
  - a. **IFS Holding B.V.**, a private company with limited liability, with its registered office in Loosdrecht, the Netherlands, and principal place of business in (5301 LW) Zaltbommel, Valeton 3, listed in the trade register of the Chamber of Commerce under number 59012234, hereinafter to be referred to as: "IFS Holding";

- b. Intelligent Food Solutions B.V., a private company with limited liability, having its registered office in Zaltbommel, the Netherlands, and principal place of business in Zaltbommel, the Netherlands, at Valeton 3 (5301 LW), registered in the Commercial Register of the Chamber of Commerce under number 23081619, hereinafter to be referred to as "**Intelligent Food Solutions**";
  - a. **Crisp Sensation Technology B.V.**, a private company with limited liability, having its registered office in Zaltbommel, the Netherlands, and principal of business in Zaltbommel, the Netherlands, at Valeton 3 (5301 LW), registered in the Commercial Register of the Chamber of Commerce under number 83537546, hereinafter to be referred to as: "**Crisp Sensation Technology**", and
  - c. IFS Holding, Intelligent Food Solutions, Crisp Sensation Technology and Pledgor, hereinafter jointly referred to as: "**the Group**".
- C. Consequently Crisp Beheer is (indirectly, by means of certificates) shareholder of the Group.
- D. The Group lacks sufficient working capital to finance its daily operations. The financial resources required for the day-to-day operations of the Group have been and may be obtained by Crisp Beheer from the Pledgee and have been and may be placed at the disposal of the Group by Crisp Beheer by means of so-called participation loans, one another subject to the conditions set forth in the relevant documentation. Accordingly, Crisp Beheer is party to the following agreements / deeds:
- a. a contract transfer deed dated 25 February 2021 (hereinafter referred to as the "**Contract Transfer Deed**") pursuant to which Crisp Beheer took over the rights and obligations of Crisp Sensation Holding arising from the money loan agreements concluded by Crisp Sensation Holding with Pledgee on 21 August 2020 and 9 November 2020, consisting of debts totaling in principal amount of €1,050,000, with Pledgor having undertaken in article 5 to grant the securities described in this pledge deed;
  - b. a money loan agreement dated 25 February 2021 pursuant to which Crisp Beheer has granted a participation loan (hereinafter referred to as: "**Participation Loan I**") to Crisp Sensation Holding amounting to € 1,050,000, whereby the Pledgor has undertaken in article 11 to grant the securities described in this pledge deed;
  - c. a loan agreement dated 25 February 2021 with Pledgee allowing Pledgee to make available to Crisp Beheer an amount of up to € 3,400,000, hereinafter referred to as: the "**Wivabe**

**Loan Agreement IV"**, whereby Pledgor has undertaken in article 6 to grant the securities described in this pledge deed;

- d. a money loan agreement dated 25 February 2021 under which Crisp Beheer will be able to grant a so-called participation loan to Crisp Sensation Holding amounting to a maximum of € 1,712,000 (hereinafter: "**Participation Loan II**"), whereby in article 11 Pledgor has undertaken to grant the securities described in this pledge deed.
- E. Pledgor has, via various agreements, the obligation to provide security to NIBC Bank N.V. and has already established certain security rights to NIBC Bank N.V., amongst others (but not solely) in accordance with the credit agreement of 22 December 2018 and via various pledge agreements as entered into, and updated, during 2019 and 2020. Pledgor and Pledgee 1 and Pledgee 2 have also agreed, in their agreement of 8 January 2021, that Wivabe Holding B.V., under certain conditions, will be granted a second ranking security right and NIBC Bank N.V. a first ranking security right whereas NIBC Bank N.V. will be allowed to update its rights.
- F. By means of the present deed of pledge, Pledgor meets its obligations as described above to provide security in the form of a pledge on rights of intellectual property. Wivabe Holding B.V. has a second ranking pledge and does not have the right to levy execution as long as the claim of NIBC Bank N.V. that is secured by the first right of pledge, has not been satisfied or has not been fully satisfied.
- G. In the deed of pledge between Crisp Sensation Holding SA and Wivabe Holding B.V. ("Pandakte IE-rechten") the obligation is included that Pledgor is obliged to pledge the patents / patent applications "Stabiliser 2 Continuation" (US Grant Number 10/375983), "Hot Pocket" (EP Application number 19189901.2 en US Application number 16262630) en "Zero Bake"( EP Application 19156122.4) from Annex 2 (Bijlage 2) also by separate pledge deeds.

**Have agreed and declare as follows:**

**1. Definitions and interpretation**

1.1 The following terms shall have the following meanings in this Agreement:

<b>Clause:</b>	a clause in this Pledge deed
<b>Collateral:</b>	has the meaning assigned to it in Clause 2.1.
<b>Contract Transfer Deed:</b>	has the meaning assigned to it in the preamble under D.a.

<b>Crisp Beheer:</b>	has the meaning assigned to it in the preamble under A.
<b>Crisp Sensation Holding:</b>	has the meaning assigned to it in the preamble under A.
<b>Crisp Sensation Holding SA:</b>	the undersigned sub c.
<b>Crisp Sensation Technology:</b>	a patented production technology named "Crisp Sensation" that makes it possible to prepare deep-fried breaded products in a microwave oven or (conventional) oven whereby the product gets a crispy coating.
<b>IFS Holding:</b>	has the meaning assigned to it in the preamble under B.a.
<b>Intelligent Food Solutions:</b>	has the meaning assigned to it in the preamble under B.b.
<b>IP Filing Request:</b>	means a written request to record the Pledge over any IP Right in an IP Register substantially in the form of Part II (Form of IP Filing Request) of Schedule 1 (IP Rights), or any other form as dictated by the relevant IP register.
<b>IP Register:</b>	any register, authority or intellectual or industrial property office in any jurisdiction where any IP Right is or can be filed from time to time.
<b>IP Rights:</b>	<p>All intellectual property rights with the validity in United States of America, including all copyrights, licenses, United States of America patents, developed or acquired software, drawings, models, moulds, know-how, reports, United States of American trademarks, logos and trade names and all other intellectual property rights, trade secrets and technology used in the Group's business, including but not limited to the Crisp Sensation Technology, including but not limited to</p> <p>a. the intellectual property rights (the United States of America patents and the United States of America trademarks set out in <b>Schedule 1</b> to this</p>

	<p>Pledge deed;</p> <p>b. any application for or deposit of any intellectual property right, whether registered or unregistered, in any jurisdiction, in each case to the extent that it may be pledged under this Pledge deed.</p>
<b>Loan Agreements:</b>	The NIBC Loan Agreement, Contract Transfer Deed, Participation Loan I, Wivabe Loan Agreement IV and Participation Loan II.
<b>NIBC Loan Agreement</b>	The credit agreement, as amended from time to time, between amongst others Pledgee, Driesprong Participaties BV and Pledgor dated 22 December 2018.
<b>NIBC Pledge</b>	The existing pledge right of NIBC for a maximum amount of EUR 6.936.374,-, as agreed in the 'Overeenkomst tot Waterval' of 7 January 2021, as undersigned by amongst others Pledgor and Pledgee.
<b>Party / Parties:</b>	the undersigned or one or more of them.
<b>Pledge:</b>	The pledges granted and/or to be granted by the Pledgor under or on account of this Pledge deed.
<b>Pledgee 1</b>	NIBC Bank N.V.
<b>Pledgee 2</b>	Wivabe Holding B.V.
<b>Pledgee:</b>	Pledgee 1 and Pledgee 2 jointly or separately.
<b>Participation Loan I:</b>	has the meaning assigned to it in the preamble under D.b.
<b>Participation Loan II:</b>	has the meaning assigned to it in the preamble under D.d.
<b>Pledge deed:</b>	the current deed of pledge.



- Pledgor:** the undersigned under c.
- Schedule:** means a schedule to this Pledge deed.
- Wivabe Loan Agreement IV:** has the meaning assigned to it in the preamble under D.c.

- 1.2 Capitalised terms and expressions denoting the singular shall include the plural and viceversa. Words that indicate one gender can also indicate another gender.
- 1.3 The preamble forms an integral part of this Pledge deed.
- 1.4 The headings above the Clauses in this Agreement are included only for the purpose of clarity and reference and are therefore not for the purpose of interpretation or explanation.
- 1.5 None of the provisions of this Pledge deed shall be construed to the detriment of any Party by reason of that Party having been responsible for the drafting of the respective provision.
- 1.6 The word "includes" and its derivatives means "includes, but is not limited to" and corresponding derivative expressions.
- 1.7 The words used in this Pledge deed to describe legal concepts, although in English refer to concepts under the laws of United States of America only and the interpretation of those words under the laws of any other country other than United States of America is to be disregarded.
- 1.8 A reference to the "Pledgee" or the "Pledgor" shall be construed to include its respective successors or assignees.

## 2. Pledge

- 2.1 As security for the payment of all claims which the Pledgee 1, according to its records, now or at any time has or will have pursuant to the NIBC Loan Agreement but for a maximum amount of EUR 6.936.374,-, and as security for the payment of all claims which Pledgee 2, according to its records, now or at any time will have against Crisp Beheer under the Loan Agreements, the Pledgor hereby establishes pledges on the IP Rights in favour of the Pledgee, hereinafter: "**the Collateral**".

## 3. Registration

- 3.1 The Pledgor shall:
- a. if required under applicable law, immediately upon signing this Pledge deed submit this Pledge deed for registration with the applicable office for registration and provide the Pledgee with a copy of each such request for registration; and
  - b. with respect to each such request, provide the Pledgee without delay with evidence that registration has been completed.
  - c. The above obligations are without prejudice to the Pledgee's power by law to effectuate such registration itself.

**4. Parties' intent**

- 4.1 It is the Parties' Intention that this Agreement creates security interests over the Collateral under the laws of United States of America. However, if a court outside United States of America holds that pursuant to a rule of private international law applied by that court, the laws of any other jurisdiction apply to the creation and validity of a security interest over any of the Collateral under this Agreement, then the security interest over such Collateral is intended to be created under the laws of that other jurisdiction as well.

**5. Filing of IP Filing Request**

- 5.1 The Pledgor shall:
- a. immediately upon signing this Pledge deed or acquiring any registrable IP right submit an IP Filing Request with each relevant IP Register and provide the Pledgee with a copy of each such request for filing; and
  - b. with respect to each such request, provide the Pledgee without delay with evidence that filing has been completed.

**6. Further obligations**

- 6.1 The Pledgor shall immediately notify any third party who claims an interest in any of its IP Rights of the Pledge. This Clause is without prejudice to any Pledgee's authority to notify such third parties of the Pledge.
- 6.2 The Pledgor shall notify any Pledgee immediately of any circumstance of which it becomes aware which could adversely affect the Pledge or the value of its Collateral (however, with reference to the undertaking as stipulated in art. 16), including if:
- a. an attachment is levied on its IP Rights and/or any claim is made or notice is given by any third party with respect to its IP Rights;
  - b. an application is filed for its bankruptcy or for the granting of a (provisional or final) suspension of payments;
  - c. it is declared bankrupt, is granted a (provisional or final) suspension of payments, is unable to pay its debts in respect of taxes or social security premiums or plans to notify the relevant authorities of such inability; and
  - d. an event analogous to any of the above occurs under the law of any other jurisdiction with respect to the Pledgor or its IP Rights.
- 6.3 At the request of the Pledgee, the Pledgor will furnish to any Pledgee:
- a. a data carrier, in such form as the Pledgee may require, on which his copyrights are recorded and, to the extent that the copyrights relate to software, including all relevant source codes; and

- b. all data and movable property, including computers, computer files and software, which the Pledgee reasonably considers necessary to obtain access to the copyrights.
- 6.4 At the first request of any Pledgee, the Pledgor will, at his own expense, furnish all securities to or for the benefit of any Pledgee and do all such acts as the Pledgee may reasonably deem necessary for the creation or protection of a Pledge or to exercise, enforce or fully assert his rights under or in connection with this Pledge deed.
- 6.5 At any Pledgee's first request and in such form as the Pledgee may designate, the Pledgor shall provide all information, evidence and documents relating to its IP Rights which the Pledgee deems necessary to exercise its rights under this Pledge deed. If requested by any Pledgee, the Pledgor shall update the information set out in Part I (List of IP Rights) of Schedule 1 (IP Rights).
- 6.6 Any Pledgee shall be granted access during regular business hours to the premises of the Pledgor to inspect the Pledgor's IP Rights and the Pledgor's books and records relating to the IP Rights.
- 7. Enforcement**
- 7.1 Upon the occurrence of default in respect of any of its obligations under the Loan Agreements, and subject to Clause 16 of this Pledge deed, any Pledgee is entitled, without any further notice of default or other notification being required:
- a. sell any or all of the IP Rights and take recourse against the proceeds of sale; and;
- b. exercise any other right, remedy, power or discretion it may have under this Pledge deed or otherwise;
- c. in general, exercise all rights and remedies available to a pledgee under the applicable law
- 7.2 The Pledgee shall not be obliged to notify the Pledgor of the sale or of how, where or when it will be or was conducted to the extent allowed under applicable law.
- 7.3 Pledgee is not obliged to notify any person who has a limited right to, or has seized the IP Rights of a proposed or completed sale.
- 8. Representations and warranties Pledgor**
- 8.1 The Pledgor represents and warrants that:
- a. it has title to the Collateral (to the extent acquired prior to the moment of this representation) and power to dispose of and encumber the Collateral;
- b. the Collateral is not subject to any limited right or other encumbrance, except the pledge, first in priority, of NIBC Bank N.V. previously granted, the Parties being sufficiently aware, and that no licenses have been granted except those expressly mentioned in Schedule 1 Part 1 (List of IP Rights), and no attachment has been levied on the Collateral;
- c. not to create a pledge or any other limited right on the Collateral for the benefit of third parties without the explicit written consent of the Pledgee.
- d. have an economic interest in establishing the Pledge and.:

- e. that the establishment of the Pledge is in accordance with its statutory purpose.
- f. that Pledgor has received all (internal and external) decisions, approvals, consents and positive advice necessary for the establishment of the Pledge.
- g. that the IP Rights are not being infringed nor challenged, as well as that all necessary registrations which are necessary and/or desirable to maintain or enforce the IP Rights against third parties have been made and are valid and enforceable;
- h. that no activities of the Pledgor and/or the Group infringe the intellectual property rights of third parties and no claims have been made and/or are expected in this respect.

**9. Renunciation**

- 9.1 Pledgor hereby renounces in advance, as far as necessary, all rights to which Pledgor could be subrogated.
- 9.2 Pledgor hereby subordinates any claims by way of recourse against all claims which the Pledgee has or will have against Crisp Beheer, the Pledgor and/or the Group, on any ground whatsoever.

**10. No rescission, nullification or suspension**

- 10.1 To the extent permitted by law, the Pledgor hereby waives any right it may have at any time:
  - a. under the relevant sections of United States of America law or on any other ground (under any applicable law) to rescind or nullify this Agreement or to demand its rescission or nullification in legal proceedings; and
  - b. under the relevant sections of United States of America law or on any other ground (under any applicable law) to suspend the performance of any obligation under or in connection with this Agreement.

**11. Power of attorney**

- 11.1 The Pledgor hereby gives the Pledgee an irrevocable power of attorney, with the right of substitution, to perform all acts, including acts of disposition, on behalf of the Pledgor which in the sole opinion of the Pledgee are necessary in order to:
  - a. create any Pledge; and/or;
  - b. have the full benefit of any Pledge (including performing any of the Pledgor's obligations under this Pledge deed and exercising any of the Pledgor's rights to and in connection with the IP Rights.
- 11.2 In acting on behalf of the Pledgor pursuant to the power of attorney, the Pledgee may act as counterparty of the Pledgor even in the event of a conflict of interest.

**12. Termination, cancellation**

- 12.1 Pledgee is entitled at all times to terminate the Pledge in whole or in part, in which case Pledgor will be obliged, at the request of Pledgee, to provide other securities which, in the opinion of Pledgee, are sufficient. Pledgor is not authorised to terminate this Pledge in whole or in part.
- 12.2 The Pledgee is only obliged to issue a written statement of waiver of the Pledge if in its opinion the Pledgee has nothing further to claim from Crisp Beheer and/or the Pledgor and/or will be able to claim from them.
- 13. Information, data and obligations of the Pledgor**
- 13.1 Pledgor undertakes as of now and for the duration of this Pledge deed:
- a. at the first written request of the Pledgee (i.) to furnish all information and data regarding its business which the Pledgee requires and (ii.) to allow the Pledgee and/or experts to be appointed by the Pledgee at all times to inspect their accounts and the records relating thereto (the costs of which will be borne by Pledgor);
  - b. to inform the Pledgee immediately in writing of any material adverse change in the financial position of the Pledgor;
  - c. immediately notify the Pledgee in writing of attachments (precautionary and/or executory) levied against the Collateral;
  - d. to provide and continue to provide all necessary cooperation for the realisation of the Pledge, including but not limited to the signing and registration of the Pledge deed.
- 14. Transfer of rights and obligations**
- 14.1 The Pledgor may not transfer any of its rights and/or obligations under or in connection with this Pledge deed or its contractual relationship under this Agreement without the Pledgee's prior written consent.
- 14.2 Any Pledgee is permitted to transfer and/or encumber its rights and obligations under this Pledge deed, for which purpose the Pledgor hereby grants its approval/permission in so far as necessary.
- 14.3 Any Pledgee may provide any transferee or proposed transferee with any information concerning the Pledgor and/or the Collateral.
- 15. Future transfer**
- 15.1 Any Pledgee declares to agree with the transfer of the IP Rights by Pledgor to Crisp Sensation Technology B.V. if that situation arises and Crisp Sensation Technology B.V. declares to accept the IP Rights with encumbrance of the right of Pledge pursuant to his Pledge deed.
- 16. No independent right to levy execution**
- 16.1 As long as the claim that has been secured by the first right of pledge granted to NIBC Bank N.V. has not been satisfied in full, Pledgee 2 does not have the independent right to levy execution. This

implies that Pledgee 2 is not allowed to, without prior written approval of Pledgee 1, exercise any of its rights. This is a 'irrevocable third party stipulation without consideration as mentioned in Clause 6:253 under 4 of the Dutch Civil Code ('onherroepelijk derdenbeding om niet, zo als bedoeld in art. 6:253 lid 4 BW).'

**17. Notices**

17.1 All notices, notifications and declarations to be given to a Party under this Pledge deed shall be in writing and shall be delivered personally or sent by courier or registered post followed by an accompanying e-mail, all to the address of the Party concerned as set out below or to such other address as the Party concerned shall have confirmed to the other Party by written notice:

a. Pledgee 1:

FAO: NIBC Bank N.V.

Address: Carnegieplein 4 (2517KJ) 's-Gravenhage

e-mail: jean.pepping@nibc.com; wilco.wennekes@nibc.com

b. Pledgee 2:

FAO: mr W.J. van Bentum en mr H.G.A. van Bentum

Address: Vondelingenplaat 17 (3196 KL) Vondelingenplaat Rotterdam

e-mail: wjvanbentum@gmail.com en hugo.van.bentum@bentumrecycling.nl

c. Pledgor:

FAO: mr W.J. van Bentum en mr H.G.A. van Bentum

Address: Vondelingenplaat 17 (3196 KL) Vondelingenplaat Rotterdam

e-mail: wjvanbentum@gmail.com en hugo.van.bentum@bentumrecycling.nl

**18. Partial invalidity**

18.1 If, at any time, any provision of this Pledge deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other law of any other jurisdiction will in any way be affected or impaired.

**19. No implied waiver and no forfeiture**

19.1 Any waiver under this Agreement must be made by giving written notice to that effect.

19.2 Where the Pledgee does not exercise any right under or in connection with this Agreement (which includes the granting by the Pledgee to the Pledgor of an extension of time in which to perform its obligations under any of these provisions), this will not constitute a waiver of forfeiture of that right.

19.3 The rights of the Pledgee under this Agreement supplement any other right that the Pledgee may have under the laws of United States of America or any other law

**20. Governing law and jurisdiction**

20.1 This Agreement shall be governed by the laws of United States of America, except for Clause 16, which Clause shall be governed by Dutch law.

20.2 If a Party is represented by an attorney in connection with the signing and/or execution of this Agreement or any other agreement, deed or document referred to in this Agreement or made pursuant to this Agreement, and the power of attorney is governed by the laws of United States of America it is hereby acknowledged and accepted by each other Party that the existence and extent of the attorney's authority and the attorney's exercise of his or her authority shall be governed by the laws of United States of America.

20.3 The courts of The Hague ('s-Gravenhage), the Netherlands have exclusive jurisdiction to settle any dispute arising from or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement) and to hear any action or application to a court regarding enforcement of the Pledge. This paragraph (c) is for the benefit of the Pledgee only. As a result, the Pledgee shall not be prevented from taking proceedings in any other courts with jurisdiction. To the extent permitted by law, the Pledgee may take concurrent proceedings in any number of jurisdictions.

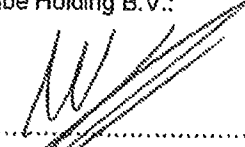
- Signature sheet and schedules follow on next pages-

EXECUTION COPY

- Signature sheet -

Thus agreed on .....

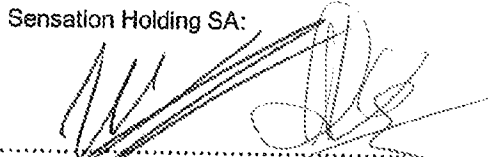
Wivabe Holding B.V.:



By:

Title:

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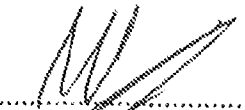


By:

Title:

H.J. Kooze  
Directeur


Crisp Sensation Technology B.V.:

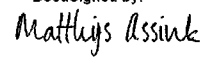


By:

Title:

NIBC Bank N.V.:

DocuSigned by:  
  
5DBF07A27B384C1...

DocuSigned by:  
  
035FBE5FA15A4FF...

By:

Title:

Jean Pepping

Matthijs Assink



## SCHEDULE 1 IP RIGHTS

## Part I List of IP Rights

## Patents

Crisp Sensation Holding SA					
Name	Countries	Status	Application		
			number	Grant Number	
<b>CRUMB</b>	A4 (proces claim): in hetal- gemeen wordt paneermeel/kruim ge- maakt door het vermalen van gebakken brooddeeg. Crisp maakt een 'paneermeel' uit deeg dat <u>ge-extrudeerd</u> wordt. Hierdoor ontstaat een zeer krokante 'kruim', die makkelijk vocht afstaat	Australia	granted		2009265395
		Brazil	granted		0914750-0
		China	granted		200980134481-2
		Switzerland	granted		2207434
		Germany	granted		602009002027-7
		Spain	granted		2207434
		France	granted		2207434
		UK	granted		2207434
		Italy	granted		502011901990221
		Netherlands	granted		2207434
		Sweden	granted		2207434
		Poland	granted		2207434
		Russia	granted		020120
		South Africa	granted		2010/09152
		Singapore	granted		167467
South Korea	granted		1523806		
Japan	granted		5433687		
<b>CRUMB</b> <b>Continuation</b>	A4 idem als regel boven)	USA	granted		9585414
		Switzerland	granted		2387889
		Germany	granted		602009018456-3

<b>CRUMB Divisional</b>	A4 (product claim): in het algemeen wordt paneermeel/kruim gemaakt door het vermahlen van gebakken brooddeeg. Crisp maakt een 'paneermeel' uit deeg dat ge-extrudeerd wordt. Hierdoor ontstaat een zeer krokante 'kruim', diemakkelijk vocht afstaat	Spain	granted		2387889
		France	granted		2387889
		UK	granted		2387889
		Italy	granted		502013902199169
		Netherlands	granted		2387889
		Sweden	granted		2387889
		Poland	granted		2387889
		USA	granted		5433688
		Australia	granted		2012357833
<b>CRUMB Dryer</b>	A4 in het algemeen wordt een 'paneermeel' gedroogd tot het 6% vocht bevat. Crisp Sensation droogt de crumb < 1,5% vocht waardoor het langer krokant blijft	Brazil	pending	BR 11 2014 014986 0	
		China	granted		201280069192-0
		Switzerland	granted		2606745
		Germany	granted		602011008861-0
		Spain	granted		2606745
		France	granted		2606745
		UK	granted		2606745
		Italy	granted		502014000001878
		Netherlands	granted		2606745
		Sweden	granted		2606745
		Poland	granted		2606745
		Mexico	granted		338362
		Russia	granted		027656
South Africa	granted		2014/04718		


		Singapore	granted		11201403449R
		South Korea	pending	10-2014-7019111	
		Japan	granted		2014-547939
<b>CRUMB Dryer Continuation</b>	A4 (idem als regel boven)	USA	pending	No. 15/133083	
<b>Cryogenic</b>	Crisp Sensation heeft aangetoond dat de snack producten direct na de coating stap in de fabriek ingevroren moeten worden in een stikstof vriezer ('cryogeen'). Op deze manier daalt de kerntemperatuur in het product binnen 2 minuten <-40°C en blijft de coating-laag het langst krokant	Australia	granted		2012210700
		Brazil	pending	BR112013019104	
		China	granted		ZL201280006502.4
		Switzerland	granted		2481295
		Germany	granted		602011014947-4
		Spain	granted		2481295
		France	granted		2481296
		UK	granted		2481297
		Italy	granted		502015000022007
		Netherlands	granted		2481297
		Sweden	granted		2481297
		Poland	granted		2481297
		Mexico	granted		338364
		Russia	granted		023823
		South Africa	granted		2013/05296
Singapore	granted		191969		
South Korea	granted		1707670		
Japan	granted		5970474		

<b>Cryogenic Continuation</b>	idem als regel boven	USA	granted		9648900
<b>Dual CRUMB</b>	A4 dit patent beschrijft een coating laag met 2 (ipv 1) laagneerlagen voor langere krokantheid en betere hechting	Brazil	pending	11 2013 019093 0	
		China	granted		201280006076-4
		Switzerland	granted		2481294
		Germany	granted		602011009392-4
		Spain	granted		2481294
		France	granted		2481294
		UK	granted		2481294
		Italy	granted		502014000002570
		Netherlands	granted		2481294
		Sweden	granted		2481294
		Poland	granted		2481295
		Mexico	granted		338365
		South Korea	granted		1586129
		Japan	granted		5980814
		USA	granted		9326537
<b>Dual Gel</b>	B3 dit patent beschrijft een coating laag met 2 (ipv 1) 'batter' lagen voor langere krokantheid en betere hechting	Switzerland	pending	16187897.0	
		Germany	pending	16187897.0	
		Spain	pending	16187897.0	
		France	pending	16187897.0	
		UK	pending	16187897.0	
		Italy	pending	16187897.0	
		Netherlands	pending	16187897.0	
		Sweden	pending	16187897.0	

<b>Stabiliser 1-Substrate and Precoat</b>	<b>B(1+3)</b> dit patent beschrijft eenstabilisatie van het substraat (kip, kaas, groenten, etc) tesamen met het aanbrennen vaneen 'batter' lagen voor langere krokantheid enbetere hechting	Australia	granted		2011206402
		Brazil	granted		11 2012 017423 1
		China	granted		201180006282-0
		Switzerland	granted		2359697
		Germany	granted		602011000219-8
		Spain	granted		2359699
		France	granted		2359700
		UK	granted		2359701
		Italy	granted		2359702
		Netherlands	granted		2359703
		Sweden	granted		2359704
		Poland	granted		2359705
		Mexico	granted		331287
		Russia	granted		021490
		South Africa	granted		2012/04747
		Singapore	granted		181921
		Thailand	granted		63662
South Korea	granted		10-184228		
Japan	granted		5667214		
USA	granted		8728554		

		Australia	granted		2011206400
		Brazil	granted		11 2012 017424.0
		Switzerland	granted		2374361
		Germany	granted		602011000029-2
		Spain	granted		2374363
		France	granted		2374364

<b>Stabiliser 2</b>	<b>B(3+4)</b> dit patent beschrijft het aanbrenge van een 'batter' met een laagmeelgehalte voor langere krokantheid en betere hechting	UK	granted		2374365
		Italy	granted		502012902074223
		Netherlands	granted		2374367
		Sweden	granted		2374368
		Poland	granted		2374369
		Mexico	granted		326912
		Russia	granted		021566
		South Africa	granted		2012/04749
		Singapore	granted		181939
		Thailand	granted		63342
		Japan	granted		5739911
		USA	granted		8765202
<b>Stabiliser 2 - Divisional</b>	<b>B(3+4)</b> idem regel boven	South Korea	granted		10-1979166

Trade Marks				
Name of Pledgor	Trade Marks / Type	Territory	Filing date	Reg. number
Crisp Sensation Holding S.A.	 <i>(figurative logo)</i>	IR designating South Korea	2016-01-06	IR 1326344

EXECUTION COPY

Pagina 21 van 22

**United States of America**

**Part II**

**Form of IP Filing Request**

To : [IP Register]

Address: [...]

Attn: [...]

Email: [...]

Date: [...]

Dear addressee,

We write with reference to the Foreign IP Rights Security Agreement dated [...], between [...] as pledgee (the "Pledgee") and the undersigned as pledgor (the "Agreement"), under which we have created, among other things, a pledge over our intellectual property rights set out in the Annex to this letter and all our present and future rights under or in connection therewith (the "IP Rights").

We request you to kindly record the rights of pledge created over these IP Rights pursuant to the Agreement in your register as soon as possible.

The contact details of the Pledgee are as follows:

Name : Wivabe Holding B.V.

Address: Vondelingenplaat 17, (3196 KL) Rotterdam, The Netherlands

Attn: [...]

Email: [...]

Thank you for your cooperation.

Yours faithfully,

[Pledgor]

**deAdvocaten  
vanvanRiet**

**TRADEMARK  
REEL: 007815 FRAME: 0724**

EXECUTION COPY

Pagina 22 van 22

By:

Title: Authorised Signatory

By:

Title: Authorised Signatory

Address: [...]

Attn: [...]

Email: [...]

**Annex to IP Filing Request**

[...]

***de*Advocaten  
van vanRiet**

TRADEMARK  
REEL: 007815 FRAME: 0725



**Certificate Of Completion**

Envelope Id: CEB87E9B4B114903953BF8CE0DD1DF79  
 Subject: Please DocuSign: Foreign IP Rights Pledge (USA) 211028 (signed HJK).pdf  
 Source Envelope:  
 Document Pages: 22 Signatures: 2  
 Certificate Pages: 6 Initials: 0  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC+01:00) Amsterdam, Berlin, Bern, Rome, Stockholm, Vienna

Status: Completed  
 Envelope Originator:  
 Jean Pepping  
 Carnegieplein 4  
 Den Haag, Zuid-Holland 2517KJ  
 jean.pepping@nibc.com  
 IP Address: 92.108.136.241

**Record Tracking**

Status: Original  
 29 September 2021 | 10:54  
 Holder: Jean Pepping  
 jean.pepping@nibc.com

Location: DocuSign

**Signer Events**

Jean Pepping  
 jean.pepping@nibc.com  
 Director  
 NIBC Bank N.V.  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 5DBF07A27E384C1...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 92.108.136.241

**Timestamp**

Sent: 29 September 2021 | 10:55  
 Viewed: 29 September 2021 | 10:55  
 Signed: 29 September 2021 | 10:55

**Electronic Record and Signature Disclosure:**  
 Accepted: 31 March 2020 | 15:01  
 ID: 8f0ca0ee-0477-4082-81bd-32e50082e86d  
 Company Name: NIBC Bank N.V.

Matthijs Assink  
 Matthijs.Assink@nibc.com  
 Managing Director  
 NIBC Bank N.V.  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 035FBE5FA15A4FF...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 109.38.153.155  
 Signed using mobile

Sent: 29 September 2021 | 10:55  
 Viewed: 29 September 2021 | 12:46  
 Signed: 29 September 2021 | 12:47

**Electronic Record and Signature Disclosure:**  
 Accepted: 10 September 2019 | 07:39  
 ID: daa918ad-64b4-4a16-9a44-baaf985026f5  
 Company Name: NIBC Bank N.V.

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	29 September 2021   10:55
Certified Delivered	Security Checked	29 September 2021   12:46
Signing Complete	Security Checked	29 September 2021   12:47
Completed	Security Checked	29 September 2021   12:47

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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**Electronic Record and Signature Disclosure**

## **Disclosure Preview**

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures,

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically by contacting the NIBC employee that you have received the electronic document from.

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- The Privacy Statement for NIBC employees can be downloaded and read here: <https://inside.prd.domain/Risk/legal/Documents/NIBC%20Employee%20Privacy%20Statement%20English.pdf>

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- Until or unless you notify NIBC as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by NIBC during the course of your relationship with NIBC.