

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM641640

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LANDEC CORPORATION		12/31/2020	Corporation: DELAWARE
CURATION FOODS, INC.		12/31/2020	Corporation: DELAWARE
LIFECORE BIOMEDICAL, INC.		12/31/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.		
Street Address:	2001 ROSS AVENUE, SUITE 2800		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 84			
Property Type	Number	Word Mark	
Registration Number:	5819222	B	
Registration Number:	4561575	BEST IN FRESH	
Registration Number:	3133571	BREATHEWAY	
Registration Number:	4612370	CABO FRESH	
Registration Number:	2423247	CAL EX	
Registration Number:	2549383	CASINO	
Registration Number:	3902233	CLEARLY FRESH	
Registration Number:	4561662	CONTAINS 5 SUPERFOODS	
Registration Number:	4426882	CONTAINS 7 SUPERFOODS	
Registration Number:	4654496	CONTAINS 7 SUPERFOODS	
Registration Number:	5961886	CURATION	
Registration Number:	5961887	CURATION	
Registration Number:	6091122	CURATION FOODS	
Registration Number:	6135506	CURATION FOODS	
Registration Number:	6024545	CURATION FOODS BRING IT TO THE TABLE	
Registration Number:	6075147	CURATION FOODS BRING IT TO THE TABLE	
Registration Number:	3125057		
TRADEMARK			

CH \$2115.00 5819222

Property Type	Number	Word Mark
Registration Number:	3151380	
Registration Number:	2580711	EAT SMART
Registration Number:	3297565	EAT SMART
Registration Number:	3441896	EAT SMART
Registration Number:	4818816	EAT SMART
Registration Number:	5417016	EAT SMART
Registration Number:	5380705	EAT SMART
Registration Number:	5417105	EAT SMART
Registration Number:	5383736	EAT SMART AT HOME
Registration Number:	5443167	EAT SMART AT HOME
Registration Number:	5704772	EAT SMART CHOPPED & CRUMBLED
Registration Number:	5928017	EAT SMART VINEYARD COLLECTION
Registration Number:	3359708	EXTENDS FRESHNESS NATURALLY
Registration Number:	3438390	EXTENDS FRESHNESS NATURALLY
Registration Number:	6099403	GOOD TO GROW
Registration Number:	1460274	GREENLINE
Registration Number:	5624300	NOW PLANTING
Registration Number:	5508651	O
Registration Number:	5842691	O
Registration Number:	5842692	O
Registration Number:	5842699	O
Registration Number:	5824723	O
Registration Number:	5824724	O
Registration Number:	2702724	O CABERNET VINEGAR
Registration Number:	4925608	O CALIFORNIA ORGANIC EXTRA VIRGIN OLIVE
Registration Number:	2700557	O CHAMPAGNE VINEGAR
Registration Number:	4680501	O CITRUS CHAMPAGNE VINEGAR
Registration Number:	4665524	O CUVEE CHAMPAGNE VINEGAR
Registration Number:	2407247	O EXTRA VIRGIN
Registration Number:	4447187	O FIG BALSAMIC VINEGAR
Registration Number:	2926971	O GINGER RICE VINEGAR
Registration Number:	2176781	O OLIVE OIL
Registration Number:	3193007	O OLIVE OIL
Registration Number:	5235928	O OLIVE OIL & VINEGAR
Registration Number:	5909961	O OLIVE OIL & VINEGAR
Registration Number:	5939485	O OLIVE OIL & VINEGAR
Registration Number:	2388728	O SHERRY VINEGAR
Registration Number:	4554405	O ULTRA EVO

Property Type	Number	Word Mark
Registration Number:	2961017	O YUZU RICE VINEGAR
Registration Number:	3992124	OOO SONOMA
Registration Number:	4838627	PLANT POWERED PROTEIN
Registration Number:	4873010	POWER UP WITH PLANT POWERED PROTEIN
Registration Number:	4318963	STEAM IN THE BAG
Serial Number:	90048565	STEAM IN THE BAG
Registration Number:	5488161	STRONGROOTS
Registration Number:	5488162	STRONGROOTS
Registration Number:	2648130	SUNSHINE BLEND
Registration Number:	4682939	SUPERLICIOUS
Registration Number:	4682938	SUPERLICIOUS SMOOTHIE BLEND
Registration Number:	5448787	THE FAST, FLAVORFUL WAY TO EAT HEALTHY E
Registration Number:	6137091	TOLUCA
Registration Number:	5870153	VINEYARD COLLECTION
Registration Number:	4599822	YUCATAN
Registration Number:	4599828	YUCATAN GUACAMOLE
Registration Number:	6031006	YUCATAN GUACAMOLE SQUEEZE
Registration Number:	1653373	INTELIMER
Registration Number:	3610377	INTELIMER
Registration Number:	5205372	INTELIMER
Registration Number:	4936310	LANDEC
Registration Number:	2230974	O ZINFANDEL VINEGAR
Registration Number:	3856330	CORGEL
Registration Number:	6153611	
Registration Number:	1488016	LIFECORE
Registration Number:	2939113	LIFECORE
Registration Number:	5528166	LIFECORE
Registration Number:	5528165	LIFECORE BIOMEDICAL
Registration Number:	1668206	LUROCOAT

CORRESPONDENCE DATA

Fax Number:

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.

Email: erobinson@huntonak.com

Correspondent Name: ERIKA ROBINSON

Address Line 1: 600 PEACHTREE ST. NE STE. 4100

Address Line 2: C/O HUNTON ANDREWS KURTH LLP

Address Line 4: ATLANTA, GEORGIA 30308

NAME OF SUBMITTER:	ERIKA ROBINSON
SIGNATURE:	/ErikaRobinson/
DATE SIGNED:	04/23/2021
Total Attachments: 11 source=Landec Trademark Security Agreement (GS)#page1.tif source=Landec Trademark Security Agreement (GS)#page2.tif source=Landec Trademark Security Agreement (GS)#page3.tif source=Landec Trademark Security Agreement (GS)#page4.tif source=Landec Trademark Security Agreement (GS)#page5.tif source=Landec Trademark Security Agreement (GS)#page6.tif source=Landec Trademark Security Agreement (GS)#page7.tif source=Landec Trademark Security Agreement (GS)#page8.tif source=Landec Trademark Security Agreement (GS)#page9.tif source=Landec Trademark Security Agreement (GS)#page10.tif source=Landec Trademark Security Agreement (GS)#page11.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 31, 2020 (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 **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.** (“**GSSLG**”), 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 **LANDEC CORPORATION**, a Delaware corporation (“**Landec**”), **CURATION FOODS, INC.**, a Delaware corporation (“**Curation**”), and **LIFECORE BIOMEDICAL, INC.**, a Delaware corporation (“**Life core**” and together with Landec 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 GSSLG, 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 GSSLG, 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:

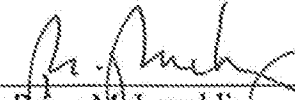
LANDEC CORPORATION

By: 
Name: Brian McLaughlin
Title: Chief Financial Officer

CURATION FOODS, INC.

By: 
Name: Brian McLaughlin
Title: Chief Financial Officer

LIFECORE BIOMEDICAL, INC.

By: 
Name: Brian McLaughlin
Title: Vice President and Secretary

ACCEPTED AND ACKNOWLEDGED BY

COLLATERAL AGENT:

**GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P.**





By: _____





Name: Greg Watts






Title: Senior Vice President





SCHEDULE 1
TO TRADEMARK SECURITY AGREEMENT



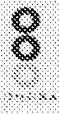


REGISTERED TRADEMARKS



Grantor	Mark	Application No. Filing Date	Registration No. Registration Date
Curation Foods, Inc.	B 	88223375 10-DEC-2018	5819222 30-JUL-2019
Curation Foods, Inc.	BEST IN FRESH	85863038 28-FEB-2013	4561575 01-JUL-2014
Curation Foods, Inc.	BREATHWAY	76618519 29-OCT-2004	3133571 22-AUG-2006
Curation Foods, Inc.	CABO FRESH	86033688 09-AUG-2013	4612370 30-SEP-2014
Curation Foods, Inc.	CAL EX	75880958 27-DEC-1999	2423247 23-JAN-2001
Curation Foods, Inc.	CASINO	76107410 11-AUG-2000	2549383 19-MAR-2002
Curation Foods, Inc.	CLEARLY FRESH	85013759 14-APR-2010	3902233 04-JAN-2011
Curation Foods, Inc.	CONTAINS 5 SUPERFOODS 	86153937 30-DEC-2013	4561662 01-JUL-2014
Curation Foods, Inc.	CONTAINS 7 SUPERFOODS 	85823916 15-JAN-2013	4426882 29-OCT-2013
Curation Foods, Inc.	CONTAINS 7 SUPERFOODS 	86153939 30-DEC-2013	4654496 09-DEC-2014


Grantor	Mark	Application No. Filing Date	Registration No. Registration Date
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.	Design Only 	76618518 29-OCT-2004	3151380 03-OCT-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
Curation Foods, Inc.	EAT SMART	86212995 06-MAR-2014	4818816 22-SEP-2015
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

Grantor	Mark	Application No. Filing Date	Registration No. Registration Date
Curation Foods, Inc.	EAT SMART 	87552689 02-AUG-2017	5417105 06-MAR-2018
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 & CRUMBLER	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 	87751121 11-JAN-2018	5508651 03-JUL-2018
Curation Foods, Inc.	O 	88086012 21-AUG-2018	5842691 27-AUG-2019
Curation Foods, Inc.	O 	88086040 21-AUG-2018	5842692 27-AUG-2019

Grantor	Mark	Application No. Filing Date	Registration No. Registration Date
Curation Foods, Inc.	O 	88087819 22-AUG-2018	5842699 27-AUG-2019
Curation Foods, Inc.	O 	88087867 22-AUG-2018	5824723 06-AUG-2019
Curation Foods, Inc.	O 	88087938 22-AUG-2018	5824724 06-AUG-2019
Curation Foods, Inc.	O CABERNET VINEGAR	78135999 14-JUN-2002	2702724 01-APR-2003
Curation Foods, Inc.	O CALIFORNIA ORGANIC EXTRA VIRGIN OLIVE OIL	86619456 05-MAY-2015	4925608 29-MAR-2016
Curation Foods, Inc.	O CHAMPAGNE VINEGAR	78136002 14-JUN-2002	2700557 25-MAR-2003
Curation Foods, Inc.	O CITRUS CHAMPAGNE VINEGAR	85904875 15-APR-2013	4680501 03-FEB-2015
Curation Foods, Inc.	O CUVÉE CHAMPAGNE VINEGAR	85904870 15-APR-2013	4665524 06-JAN-2015
Curation Foods, Inc.	O EXTRA VIRGIN	75678899 09-APR-1999	2407247 21-NOV-2000
Curation Foods, Inc.	O FIG BALSAMIC VINEGAR	85904885 15-APR-2013	4447187 10-DEC-2013
Curation Foods, Inc.	O GINGER RICE VINEGAR	78261229 11-JUN-2003	2926971 15-FEB-2005
Curation Foods, Inc.	O OLIVE OIL 	75317048 30-JUN-1997	2176781 28-JUL-1998

Grantor	Mark	Application No. Filing Date	Registration No. Registration Date
Curation Foods, Inc.	O OLIVE OIL	78809138 07-FEB-2006	3193007 02-JAN-2007
Curation Foods, Inc.	O OLIVE OIL & VINEGAR	87239253 16-NOV-2016	5235928 04-JUL-2017
Curation Foods, Inc.	O OLIVE OIL & VINEGAR 	88145663 07-OCT-2018	5909961 12-NOV-2019
Curation Foods, Inc.	O OLIVE OIL & VINEGAR 	88145666 07-OCT-2018	5939485 17-DEC-2019
Curation Foods, Inc.	O SHERRY VINEGAR	75678896 09-APR-1999	2388728 19-SEP-2000
Curation Foods, Inc.	O ULTRA EVO	85904921 15-APR-2013	4554405 24-JUN-2014
Curation Foods, Inc.	O YUZU RICE VINEGAR	78261224 11-JUN-2003	2961017 07-JUN-2005
Curation Foods, Inc.	OOO SONOMA 	85038131 13-MAY-2010	3992124 12-JUL-2011
Curation Foods, Inc.	PLANT POWERED PROTEIN	86446825 06-NOV-2014	4838627 20-OCT-2015
Curation Foods, Inc.	POWER UP WITH PLANT POWERED PROTEIN	86468666 02-DEC-2014	4873010 22-DEC-2015
Curation Foods, Inc.	STEAM IN THE BAG 	85668743 04-JUL-2012	4318963 09-APR-2013
Curation Foods, Inc.	STEAM IN THE BAG 	90048565 12-JUL-2020	

Grantor	Mark	Application No. Filing Date	Registration No. Registration Date
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.	SUPERLICIOUS	86262874 25-APR-2014	4682939 03-FEB-2015
Curation Foods, Inc.	SUPERLICIOUS SMOOTHIE BLEND	86262847 25-APR-2014	4682938 03-FEB-2015
Curation Foods, Inc.	THE FAST, FLAVORFUL WAY TO EAT HEALTHY EVERY DAY	86404707 24-SEP-2014	5448787 17-APR-2018
Curation Foods, Inc.	TOLUCA	88248210 03-JAN-2019	6137091 25-AUG-2020
Curation Foods, Inc.	VINEYARD COLLECTION	88114018 12-SEP-2018	5870153 24-SEP-2019
Curation Foods, Inc.	YUCATAN	86001329 02-JUL-2013	4599822 09-SEP-2014
Curation Foods, Inc.	YUCATAN GUACAMOLE 	86002262 03-JUL-2013	4599828 09-SEP-2014
Curation Foods, Inc.	YUCATAN GUACAMOLE SQUEEZE	88539967 26-JUL-2019	6031006 07-APR-2020
Landec Corporation	INTELIMER	73815552 27-JUL-1989	1653373 13-AUG-1991
Landec Corporation	INTELIMER	78709504 08-SEP-2005	3610377 21-APR-2009
Landec Corporation	INTELIMER	86587988 06-APR-2015	5205372 16-MAY-2017

Grantor	Mark	Application No. Filing Date	Registration No. Registration Date
Landec Corporation	LANDEC	86742544 31-AUG-2015	4936310 12-APR-2016
Landec Corporation	O ZINFANDEL VINEGAR	75512823 02-JUL-1998	2230974 09-MAR-1999
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
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
Lifecore Biomedical, LLC	LUROCOAT	74113041 05-NOV-1990	1668206 17-DEC-1991

TRADEMARK APPLICATIONS

Grantor	Mark	Application No.	Filing Date
Curation Foods, Inc.	STEAM IN THE BAG	90048565	12-JUL-2020