

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312372

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Garden Protein International Inc.		05/21/2014	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada		
Street Address:	1 Place Ville Marie, 8th Floor		
City:	Montreal		
State/Country:	QUEBEC		
Postal Code:	H3C 3A9		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3545141	GARDEIN	
Registration Number:	4412900	GARDEIN	
Registration Number:	4434555	GARDEIN GARDEN PROTEIN	
Registration Number:	3843743	GARDEN PROTEIN	
Registration Number:	4412899	GARDEN PROTEIN	
Registration Number:	4056712	GOODNESS GROWS	
Registration Number:	3329510	IT'S ALL GOOD	
CORRESPONDENCE DATA			
Fax Number:	2065872308		
<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>			
Email:	trademark@cairncross.com		
Correspondent Name:	Maureen Burke		
Address Line 1:	524 Second Avenue, Suite 500		
Address Line 4:	Seattle, WASHINGTON 98104		
ATTORNEY DOCKET NUMBER:	5277-006		
NAME OF SUBMITTER:	Maureen Burke		
SIGNATURE:	/maureendburke/		
DATE SIGNED:	07/30/2014		

OP \$190.00 3545141

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 21st day of May, 2014 by and between Garden Protein International Inc., a Canadian Corporation having its chief executive office at Unit 200 - 12751 Vulcan Way, Richmond, British Columbia, V6V 3C8 (the "Grantor"), and Royal Bank of Canada ("Lender").

This Agreement is executed pursuant to the terms of (a) the Loan Agreement dated as of May 21, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among Lender, as lender, Grantor, as borrower, and Garden Protein International USA Inc., as guarantor, and (b) that certain Security Agreement, dated as of even date with the Loan Agreement and executed by Grantor in favor of Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Loan Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby unconditionally grants, assigns, and pledges to Lender to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.



[REDACTED]

[REDACTED]

5. AUTHORIZATION TO FILE. Grantor authorizes and requests that the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this Security Agreement is submitted) to file and record this Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Lender's interest in the Trademark Collateral.

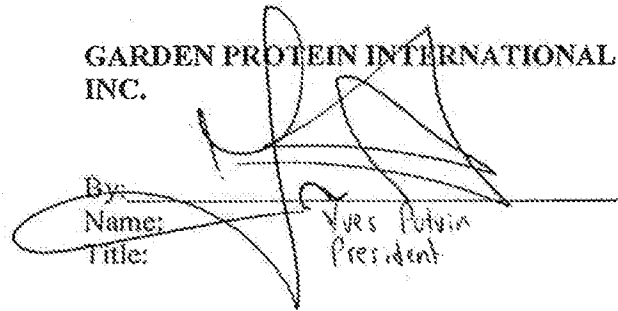
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

[Signature page follows]

EXECUTED and delivered as of the day and year first above written by duly authorized representatives of the parties hereto, intending to be bound hereby.

GRANTOR:

GARDEN PROTEIN INTERNATIONAL
INC.

By: 
Name: _____
Title: _____
Vice President

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

ROYAL BANK OF CANADA

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Signature page to Trademark Security Agreement

EXECUTED and delivered as of the day and year first above written by duly authorized representatives of the parties hereto, intending to be bound hereby.

GRANTOR:

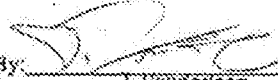
GARDEN PROTEIN INTERNATIONAL
INC.

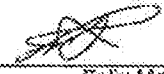
By: _____
Name:
Title:

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

ROYAL BANK OF CANADA

By: 
Name: I. Venderis
Title: Attorney in Fact

By: 
Name: Felix Mednikov
Title: Attorney in Fact

Signature page to Trademark Security Agreement

