

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM338618

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NUTIVA		04/14/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MB Financial Bank, N.A.		
Street Address:	9550 W. Higgins Road		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	National Bank: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	86320563	CHIAPPLE	
Serial Number:	86122078	COCO MOO	
Serial Number:	85831192	COCONUT SUTRA	
Serial Number:	86395938	COCOSTICK	
Serial Number:	86317801	HEALTHY MEADOWS	
Serial Number:	85452656	HEMP VALLEY	
Registration Number:	2460332	NOURISHING PEOPLE & PLANET	
Registration Number:	3413173	NUTIVA	
Registration Number:	2333884	NUTIVA	
Registration Number:	4327335	NUTIVA	
Registration Number:	4552567	O'COCONUT	
Serial Number:	85809493	ORGANIC FIELDS	
Registration Number:	4667338	REVOLUTIONIZING THE WAY THE WORLD EATS	
Serial Number:	86464414	SUPERBARK	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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:	312-609-7943		

CH \$365.00 86320563

Email: skowalski@vedderprice.com
Correspondent Name: Sylvia Kowalski
Address Line 1: 222 North LaSalle Street - 24th Floor
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 47824.00.0002 - HESLA

NAME OF SUBMITTER: Sylvia Kowalski

SIGNATURE: /Sylvia Kowalski/

DATE SIGNED: 04/17/2015

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, NUTIVA, a California corporation ("**Grantor**"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, MB Financial Bank, N.A. (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of April 14, 2015, between the Grantor and the Grantee (as amended from time to time, the "**Credit Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) the patents and patent applications (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:

NUTIVA, a California corporation

By: 
John Roulac
President and Chief Executive Officer

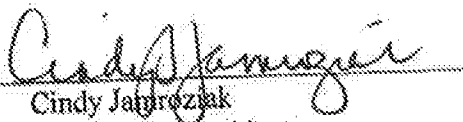
Signature Page to Grant of Security
Interest in Trademarks and Patents

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TRADEMARK
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GRANTEE:

MB FINANCIAL BANK, N.A.

By: 
Cindy Jahnke
Senior Vice President

Signature Page to Grant of Security
Interest in Trademarks and Patents

SAN FRANCISCO#18856

TRADEMARK
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Schedule A - Trademarks

<u>TRADEMARK</u>	<u>COUNTRY/STATE</u>	<u>FILING DATE</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Chiapple	Canada	7/2/2014	1683395		
Chiapple	China	7/2/2014	1222653		
Chiapple	Madrid	7/2/2014	A0043603	1222653	7/2/2024
Chiapple	United States	6/25/2014	86320563		
Coco Moo	United States	11/18/2013	86122078		
Coconut Manna	CTM	7/16/2010	9254939	9254939	12/17/2010
Coconut Sutra	United States	1/24/2013	85831192		
Cocostick	United States	9/16/2014	86395938		
Healthy Meadows	Canada	7/2/2014	1683396		
Healthy Meadows	China	7/2/2014	1220264		
Healthy Meadows	EU	7/2/2014	1220264		
Healthy Meadows	Madrid	7/2/2014	A0043604	1220264	7/2/2014
Healthy Meadows	United States	6/23/2014	86317801		
Hemp Valley	United States	10/20/2011	85452656		
Nourishing People & Planet	United States	8/2/1999	75765907	2460332	6/12/2001
Nutiva	Australia	11/16/2012	1526824	1526824	11/16/2012
Nutiva	China	01/23/20013	201309533	11728337	
Nutiva	China	01/23/20013	201309534	11728338	
Nutiva	Hong Kong	10/12/2012	302404269	302404269	10/12/2012
Nutiva	India	10/12/2012	2410536		
Nutiva	Korea, South	10/24/2012	0066019	401024253	2/25/2014
Nutiva	Russia	1/15/2013	2013700840		
Nutiva	Taiwan	10/29/2012	101061308	1628997	2/16/2014
Nutiva	Thailand	7/11/2012	854072		
Nutiva	Thailand	7/11/2012	854073		
Nutiva	Thailand	7/11/2012	854074		
Nutiva	United States	3/16/2006	78838681	3413173	4/15/2008
Nutiva	United States	11/9/1998	75585496	2333884	3/21/2000
Nutiva	United States	7/20/2012	85682662	4327335	4/30/2013
O'Coconut	Canada	12/18/2012	1607161		
O'Coconut	CTM	12/12/2012	11419711	11419711	5/15/2014
O'Coconut	United States	12/7/2012	85797567	4552567	6/17/2014
Organic Fields	Canada	1/3/2013	1608455		
Organic Fields	China	5/1/2013			

<u>TRADEMARK</u>	<u>COUNTRY/STATE</u>	<u>FILING DATE</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Organic Fields	Madrid	5/1/2013	A0035556	1178012	5/1/2013
Organic Fields	United States	12/21/2012	85809493		
Revolutionizing the Way the World Eats	Australia	10/7/2014	A0045556		
Revolutionizing the Way the World Eats	Canada	10/23/2014	1699334		
Revolutionizing the Way the World Eats	CTM	10/7/2014	A0045556		
Revolutionizing the Way the World Eats	Madrid	10/7/2014	A0045556		
Revolutionizing the Way the World Eats	United States	6/2/2014	86297380	4667338	1/6/2015
Superbark	United States	11/25/2014	86464414		

Schedule B – Patents

None.