# OP \$415.00 4973399

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM396587

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MADE IN NATURE, LLC		08/25/2016	Limited Liability Company: DELAWARE
PACIFIC SUPERFOOD SNACKS, LLC		08/25/2016	Corporation: COLORADO

# **RECEIVING PARTY DATA**

Name:	PNC BANK, NATIONAL ASSOCIATION	
Street Address:	COMMERCIAL LOAN SERVICE CENTER/DCC	
Internal Address:	500 FIRST AVENUE	
City:	PITTSBURGH	
State/Country:	PENNSYLVANIA	
Postal Code:	15219	
Entity Type:	National Banking Association: UNITED STATES	

# **PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	4973399	GREAT TASTING ORGANIC
Registration Number:	3528252	ORGANIC MADE IN NATURE
Registration Number:	3528251	ORGANIC MADE IN NATURE
Registration Number:	3535118	GREAT TASTING ORGANIC
Registration Number:	3532690	MADE IN NATURE
Registration Number:	3537790	ORGANIC MADE IN NATURE
Registration Number:	3537789	ORGANIC MADE IN NATURE
Registration Number:	3537791	ORGANIC MADE IN NATURE
Registration Number:	3540942	ORGANIC MADE IN NATURE
Registration Number:	4804536	MADE IN NATURE
Registration Number:	4813367	GREAT TASTING ORGANIC
Registration Number:	4813368	ORGANIC MADE IN NATURE
Registration Number:	4898945	ORGANIC MADE IN NATURE
Registration Number:	4964827	MADE IN NATURE
Registration Number:	1779065	MADE IN NATURE
Registration Number:	4746745	PACIFIC SUPERFOOD SNACKS
		TDADEMADI

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#### **CORRESPONDENCE DATA**

**Fax Number:** 2158325619

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.

**Phone:** 215-569-5619

**Email:** PECSENYE@BLANKROME.COM

Correspondent Name: TIMOTHY D. PECSENYE Address Line 1: ONE LOGAN SQUARE

Address Line 2: 8TH FLOOR

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-16052
NAME OF SUBMITTER:	Timothy D. Pecsenye
SIGNATURE:	/Timothy D. Pecsenye/
DATE SIGNED:	08/29/2016

#### **Total Attachments: 14**

source=Intellectual Property Security Agreement (Made in Nature) (executed)#page1.tif source=Intellectual Property Security Agreement (Made in Nature) (executed)#page2.tif source=Intellectual Property Security Agreement (Made in Nature) (executed)#page3.tif source=Intellectual Property Security Agreement (Made in Nature) (executed)#page4.tif source=Intellectual Property Security Agreement (Made in Nature) (executed)#page5.tif source=Intellectual Property Security Agreement (Made in Nature) (executed)#page6.tif source=Intellectual Property Security Agreement (Made in Nature) (executed)#page7.tif source=Intellectual Property Security Agreement (Made in Nature) (executed)#page8.tif source=Intellectual Property Security Agreement (Made in Nature) (executed)#page10.tif source=Intellectual Property Security Agreement (Made in Nature) (executed)#page11.tif source=Intellectual Property Security Agreement (Made in Nature) (executed)#page12.tif source=Intellectual Property Security Agreement (Made in Nature) (executed)#page12.tif source=Intellectual Property Security Agreement (Made in Nature) (executed)#page13.tif source=Intellectual Property Security Agreement (Made in Nature) (executed)#page13.tif source=Intellectual Property Security Agreement (Made in Nature) (executed)#page14.tif

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of August 25, 2016, is made by MADE IN NATURE, LLC, a limited liability company formed under the laws of the State of Delaware ("MIN"), and PACIFIC SUPERFOOD SNACKS, LLC, a Colorado limited liability company ("PSS", together with MIN, collectively the "Grantors" and each, individually, a "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION ("PNC").

# WITNESETH:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of even date herewith (the "Credit Agreement"), among MIN (together with each other Person joined thereto as a borrower from time to time, collectively, the "Borrowers" and each a "Borrower"), the financial institutions party thereto as lenders (collectively, the "Lenders" and each a "Lender") and PNC, as agent for the Lenders (in such capacity, the "Agent"), Agent and Lenders have made and/or will in the future make certain extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement;

WHEREAS, pursuant to such Credit Agreement and that certain Guarantor Security Agreement dated as of the date hereof entered into by PSS in favor of Agent (the "Security Agreement"), each Grantor has granted to Agent, for its own benefit and for the ratable benefit of each Secured Party, security interests in and to and Liens on substantially all of such Grantor's assets, including without limitation all of such Grantor's Intellectual Property and specifically including all of each Grantor's registered patents, trademarks and copyrights and all of each Grantor's filed patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the "Owned Intellectual Property"); and

WHEREAS, Grantors have agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Agent's Liens in the Owned Intellectual Property.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of Lien by each Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to each Secured Party, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of each Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following Collateral of such

Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the "Intellectual Property Collateral"):

- (a) all of such Grantor's registered copyrights and filed copyright applications, including, without limitation, those referred to on <u>Schedule 1</u> hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all renewals, reversions and extensions of the foregoing;
- (b) all of such Grantor's registered trademarks and filed trademark applications (provided that no security interest shall be granted in United States intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act), including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above; and
- (d) all of such Grantor's registered/issued patents and filed patent applications, without limitation, those referred to on <u>Schedule 1</u> hereto or on any Schedule to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;
- Section 2. <u>Credit Agreement and Security Agreement</u>. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Agent pursuant to the Credit Agreement and the Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interests and Liens in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- Section 3. <u>Registration/Filing</u>. This Agreement is intended by the parties to be filed, and each Grantor hereby authorizes Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office and United States Copyright Office, as applicable.
- Section 4. <u>Agreement to Deliver Supplements</u>. Grantors hereby covenant and agree that promptly upon the acquisition by either Grantor of any new Owned Intellectual Property Collateral (including any registration or issuance of any patent, trademark or copyright arising out of any filed patent application, trademark application or copyright application previously listed on Schedule 1 hereto or the Schedule to any other Supplement delivered to Agent in accordance with this paragraph), Grantors shall, concurrently with the next scheduled delivery of a Compliance Certificate under Section 9.7, 9.8 or 9.9 of the Credit Agreement following acquisition of such new Owned Intellectual Property, deliver to Agent a duly executed

Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired Owned Intellectual Property on Schedule I thereto, pursuant to which Grantors shall reconfirm the grant of a security interest in such newly acquired Owned Intellectual Property Collateral to Agent, for its benefit and for the ratable benefit of each Secured Party, to secure the Obligations. Each such Supplement is intended by the parties to be filed, and each Grantor hereby authorizes Agent to file and record a copy of each such Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantors, and without limiting the generality of the provisions of Section 1 hereof above, each Grantor hereby confirms and agrees that any and all such afteracquired Registered Intellectual Property Collateral, and all Intellectual Property Collateral relating thereto, shall immediately and automatically upon each Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that any Grantor acquires any such new Registered Intellectual Property but Grantors fail for whatever reason to promptly deliver a Supplement pursuant to this Section 4, Grantors hereby authorize Agent, acting under its Power of Attorney granted pursuant to Section 6 below, to at any time thereafter execute in the name of Grantors an applicable Supplement with respect to such newly acquired Registered Intellectual Property, arising and/or acquired and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 5. Representation and Warranties. Each Grantor hereby represents and warrants to Agent and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all Owned Intellectual Property Collateral owned by each Grantor as of the date hereof, except for any United States intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

Power of Attorney. Without limiting the generality of any power of Section 6. attorney granted to Agent under the Credit Agreement, the Security Agreement or any Other Document, each Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as each Grantor's true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of each Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Agent may deem necessary in order to create, protect, perfect or enforce the security interest in the Intellectual Property Collateral provided for herein and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, in the name of and on behalf of each Grantor and (ii) after the occurrence and during the continuance of an Event of Default, to execute and endorse on behalf of and in the name of any Grantor any assignment, bill of sale or similar document or instrument which Agent may deem necessary or desirable in order for Agent to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, in the name of and on behalf of each Grantor any such assignment or bill of sale or

other document executed by Agent, its successors and assigns, and any officer, employee, attorney or Agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof and of the Credit Agreement and the Other Documents. This power of attorney is coupled with an interest and is and shall be irrevocable.

Section 7. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

Section 8. Governing Law. This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall be governed by and construed in accordance with the laws of the State of New York other than conflicts of law rules that would permit or require the application of the laws of another jurisdiction. Without limiting the generality of the general incorporation of the Credit Agreement herein provided for above, the provisions of Section 16.1 of the Credit Agreement (agreements regarding, consents to and waivers regarding jurisdiction and venue), Section 16.5 of the Credit Agreement (indemnities by Grantors), Section 16.6 of the Credit Agreement (notices), Section 16.7 of the Credit Agreement (survival of certain provisions), Section 16.9 of the Credit Agreement (expenses), Section 16.10 of the Credit Agreement (injunctive relief) and Article XII of the Credit Agreement (certain waivers including waivers of the rights of jury trial) are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantors and Agent, and their respective successors and assigns, except that each Grantor may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent and each Lender.

[Signature Pages Follow]

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In witness whereof, each Grantor have caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:** 

MADE IN NATURE, LLC

Name: Douglas Brent

Title: Chief Executive Officer

PACIFIC SUPERFOOD SNACKS, LLC

Name: Douglas Brent

Title: Manager

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ACCEPTED AND AGREED as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION

Name: David Raphaels

Title: Senior Vice President

Signature Page to Intellectual Property Security Agreement

# Schedule 1 to Intellectual Property Security Agreement

# PATENTS, TRADEMARKS, AND COPYRIGHTS

- 1. Each Grantor's patents and patent applications: None.
- 2. Each Grantor's copyrights and copyright applications: None.
- 3. Each Grantor's trademarks and trademark applications:

# Made in Nature, LLC Trademarks:

	Mark	COUNTRY	FILE DATE SERIAL NO.	STATUS REG. INFO NEXT DEADLINE	REGISTRANT OR APPLICANT OR LAST LISTED OWNER
1.	GREAT TASTING ORGANIC (Logo)	United States	Aug 20, 2012 85707859	Registered.  Reg. No. 4973399  June 7, 2016	Made In Nature, LLC 1708 13th Street Boulder, Colorado 80302
2.	ORGANIC MADE IN NATURE (logo) Made S.E Nature	United States	Mar 9, 2007 77/127555	Registered.  Reg. No. 3528252  Nov 4, 2008  8 & 15 filed  Nov. 4 2014  10 Year Renewal  Due Nov. 4, 2018	Made in Nature, LLC 1708 13th Street Boulder, CO 80302
3.	ORGANIC MADE IN NATURE (Logo)  Made  Made  Nature	United States	Mar 9, 2007 77/127545	Registered. Reg. No. 3528251 Nov 4, 2008  8 & 15 filed Nov. 4 2014  10 Year Renewal Due Nov. 4, 2018	Made in Nature, LLC 1708 13th Street Boulder, CO 80302
4.	GREAT TASTING ORGANIC (Logo)	United States	Nov 1, 2007 77/319526	Registered. Reg. No. 3535118	Made in Nature, LLC 1708 13th Street Boulder, Colorado 80302

			FILE DATE	STATUS REG, INFO	REGISTRANT OR
	Mark	COUNTRY	SERIAL NO.	REG. INFO NEXT DEADLINE	APPLICANT OR LAST LISTED OWNER
	/GRES			Nov 18, 2008	
				8& 15 filed Nov. 17 2014	
	*SANGE			10 Year Renewal Due Nov. 18 2018	
5.	MADE IN NATURE	United States	Aug 21, 2006 78/957072	Registered.  Reg. No. 3532690  Nov 11, 2008	Made in Nature, LLC 1708 13th Street Boulder, Colorado 80302
				8 & 15 filed Nov. 11 2014	
				10 Year Renewal Due Nov. 11, 2018	
6.	ORGANIC MADE IN	United States	Mar 9, 2007	Registered.	Made in Nature, LLC
	NATURE		77/127471	Reg. No. 3537790 Nov 25, 2008	1708 13th Street Boulder, Colorado 80302
				8 & 15 filed Nov. 25, 2014	
				10 Year Renewal Due Nov. 25, 2018	
7.	ORGANIC MADE IN NATURE	United States	Mar 9, 2007 77/127465	Registered.	Made in Nature, LLC 1708 13th Street
				Reg. No. 3537789 Nov 25, 2008	Boulder, Colorado 80302
				8 & 15 filed Nov. 25, 2014	
				10 Year Renewal Due	
8.	ORGANIC MADE IN	United States	Mar 9, 2007	Nov. 25, 2018 Registered.	Made in Nature, LLC
	NATURE (logo)  Made		77/127556	Reg. No. 3537791 Nov 25, 2008	1708 13th Street Boulder, Colorado 80302
	Nature			8 & 15 filed Nov. 25, 2014	
				10 Year Renewal Due Nov. 25, 2018	

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	Mark	COUNTRY	FILE DATE SERIAL NO.	STATUS REG. INFO NEXT DEADLINE	REGISTRANT OR APPLICANT OR LAST LISTED OWNER
9.	ORGANIC MADE IN NATURE	United States	Mar 9, 2007 77/127454	Registered.  Reg. No. 3540942 Dec 2, 2008  8 & 15 filed Nov. 25, 2014  10 Year Renewal Due Dec. 2, 2018	Made in Nature, LLC 1708 13th Street Boulder, Colorado 80302
10.	MADE IN NATURE	United States	Aug 27 2012 85983667 Child of 85714000	Registered.  Reg. No: 4804536 Date: Sept 1 2015  8 & 15 Due Sept. 1 2021	Made in Nature, LLC 1708 13th Street Boulder, Colorado 80302
11.	GREAT TASTING ORGANIC (Logo)	United States	Aug 20 2012 85983698 Child of App 85707859	Registered.  Reg. No: 4813367  Date: Sept 15 2015  8 & 15 Due  Sept. 15 2021	Made In Nature, LLC 1708 13th Street Boulder, Colorado 80302
12.	ORGANIC MADE IN NATURE (Logo)  Made  Nature	United States	Aug 27, 2012 85/983699 Child application from 85713990	Registered.  Reg. No.: 4813368 Date: Sept 15 2015  8 & 15 Due Sept. 15 2021	Made In Nature, LLC 1708 13th Street Boulder, Colorado 80302
13.	ORGANIC MADE IN NATURE (Logo)  Made  Nature  Nature	United States	Aug 27, 2012 85983951 Child of 85713990	Registered.  Reg. No.: 4898945 Date: Feb 9 2016  8 & 15 Due Feb. 9 2022	Made In Nature, LLC 1708 13th Street Boulder, Colorado 80302
14.	MADE IN NATURE	United States	Aug 27, 2012 85714000	Registered.  Reg. No: 4964827  Date: May 24, 2016  8 & 15 Due May 24, 2022	Made in Nature, LLC 1708 13th Street Boulder, Colorado 80302

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	Mark	COUNTRY	FILE DATE SERIAL NO.	STATUS REG, INFO NEXT DEADLINE	REGISTRANT OR APPLICANT OR LAST LISTED OWNER
15.	MADE IN NATURE	United States	Aug 10, 1989 73/818252	Registered.  Reg. No: 1779065 Jun 29, 1993  8 & 15 filed Jun 28, 1999  1st 10 year Renewal filed Sep 2, 2003  2nd 10 year Renewal filed Dec. 12 2013  Renewal Due June 29, 2023	Made in Nature, LLC 1708 13th Street Boulder, Colorado 80302

# Pacific Superfood Snacks, LLC Trademarks:

	MARK	COUNTRY	FILE DATE SERIAL NO.	STATUS REG. INFO NEXT DEADLINE	REGISTRANT OR APPLICANT OR LAST LISTED OWNER
1.	PACIFIC SUPERFOOD	United States	Aug 15, 2014	Reg. No. 4746745	Pacific Superfood Snacks,
	SNACKS		86367648	_	LLC
					1708 13th Street
					Boulder, Colorado 80302

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### EXHIBIT A

#### SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO	TO INTELLECTUA	AL PROPERTY S	SECURITY
AGREEMENT (the "Supplement") made	as of this day of	of, by	MADE IN
NATURE, LLC, a Delaware limited 1	liability company,	and PACIFIC SUI	PERFOOD
SNACKS, LLC, a Colorado limited liabil	ility company (collec	ctively the "Grantors	" and each,
individually, a "Grantor"), with addresses	s at [	] and [	],
respectively, in favor of PNC BANK, NATIO	ONAL ASSOCIATION (	(" <u>Agent</u> ").	

#### WITNESSETH

WHEREAS, Grantors and Agent are parties to a certain Intellectual Property Security Agreement dated as of August 25, 2016 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "IP Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement;

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations to each Secured Party, Each Grantor has assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of each Secured Party, a continuing security interest in and to and Lien on all of each Grantor's right, title and interest in, to and under the Intellectual Property Collateral of each Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, each Grantor has agreed that upon the acquisition by Grantors of any new Owned Intellectual Property, Grantors shall deliver to Agent a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which any Grantor shall reconfirm the grant by it of a security interest in all such newly acquired Owned Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, each Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by each Grantor in any Collateral under the Credit Agreement, the Security Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to each Secured Party, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of each Secured Party, a continuing security interest in and to and Lien on all of each Grantor's right, title and interest in, to and under the following Collateral of each Grantor, all whether now owned or hereafter created, arising and/or acquired:

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- (a) the newly acquired Owned Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);
- (b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and
- (c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Each Grantor agrees that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantors hereby authorize Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable

- 2. <u>Representations and Warranties</u>. Each Grantor hereby represents and warrants to Agent and to the Lenders that Schedule I hereto sets forth a full, complete and correct list of all Owned Intellectual Property Collateral owned by Grantors as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantors since the date thereof.
- 3. <u>Incorporation of the IP Agreement</u>. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Signatures on Following Page]

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IN WITNESS WHEREOF, Grantors have duly executed this Supplement to the IP Security Agreement as of the date first written above.

	<b>GRANTORS</b> :
	MADE IN NATURE, LLC
	By: Name: Title:
	PACIFIC SUPERFOOD SNACKS, LLC
	By: Name: Title:
ACCEPTED AND AGREED as of the date first above written:	
PNC BANK, NATIONAL ASSOCIA	TION
By:	
Name: Title:	

[Signature Page to IP Security Agreement – Supplement Date \_\_\_\_\_]

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# $\frac{\text{SCHEDULE I TO SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY}}{\text{AGREEMENT}}$

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