

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421905

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|---|--|---|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Harmless Harvest, Inc. | | 03/21/2017 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Mousserena, L.P. | | |
| Street Address: | 9 West 57th Street | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| Entity Type: | Limited Partnership: CAYMAN ISLANDS | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5074107 | HARMLESS COCONUT | |
| Registration Number: | 4057125 | HARMLESS HARVEST | |
| Serial Number: | 87232954 | HARMLESS HARVEST HARMLESS COCONUT WATER | |
| Serial Number: | 87232949 | HARMLESS HARVEST HARMLESS COCONUT WATER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2127288111 | | |
| <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: | 212 728 8000 | | |
| Email: | ipdept@willkie.com | | |
| Correspondent Name: | Meghan Hungate c/o Willkie Farr & Gallag | | |
| Address Line 1: | 787 Seventh Avenue | | |
| Address Line 4: | New York, NEW YORK 10019 | | |
| ATTORNEY DOCKET NUMBER: | 070385.10362 MHH | | |
| NAME OF SUBMITTER: | Meghan M. Hungate | | |
| SIGNATURE: | /meghanmhungate/ | | |
| DATE SIGNED: | 03/31/2017 | | |
| Total Attachments: 6 | | | |
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT is made this 21st day of March, 2017 (this "**Trademark Security Agreement**"), between HARMLESS HARVEST, INC., a Delaware corporation (the "**Grantor**") and MOUSSERENA, L.P., as collateral agent (the "**Collateral Agent**") for Purchasers (defined below).

WITNESSETH:

WHEREAS, the Grantor has entered into the Amended and Restated Note Purchase Agreement dated as of the date hereof (the "**Note Purchase Agreement**"), with the Purchasers pursuant to which the Purchasers, subject to the terms and conditions contained therein, are to extend credit to the Grantor; and

WHEREAS, in connection with the Note Purchase Agreement, Grantor and Collateral Agent entered into a Security Agreement dated as of the date hereof (the "**Security Agreement**") pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement for filing by the Collateral Agent in the United States Patent and Trademark Office (the "**PTO**").

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, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties, to secure the prompt payment and performance in full of all of the Obligations when due, a security interest in all of the Grantor's right, title and interest in, to and under the following properties, assets and rights and in all similar properties, assets and rights that the Grantor is deemed by law to have rights in or the power to convey rights in, in each case, wherever located, whether now owned or hereafter acquired or arising and whether governed by Article 9 of the UCC or other law (collectively, the "**Trademark Collateral**"):

(a) all of its trademarks (but expressly excluding any application for registration of a trademark filed with the PTO on an intent-to-use basis) and all trademark licenses to which it is a party (whether licensee or licensor) (the "**Licenses**") 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 License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademarks exclusively licensed under any

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 License.

3. SECURITY AGREEMENT; CONFLICTS. The security interest granted pursuant to this Trademark Security Agreement is granted in connection with the security interests granted to Collateral Agent, for the benefit of the Secured Parties pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Collateral Agent with respect to any such new registered trademark, application therefor or license thereof. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by each party 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.

6. GOVERNING LAW; CONSENT TO JURISDICTION. This Trademark Security Agreement is governed by, and construed in accordance with, the laws of the State of New York (without regard to its rules on conflicts of laws). Any suit for the enforcement of this Trademark Security Agreement may be brought in the courts of the State of New York or any federal court sitting therein and the Grantor and the Collateral Agent each consents to the nonexclusive jurisdiction of such court. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

7. WAIVER OF JURY TRIAL. THE GRANTOR AND THE COLLATERAL AGENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. THE GRANTOR AND THE COLLATERAL AGENT REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND AFTER CONSULTATION WITH LEGAL COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

HARMLESS HARVEST, INC.

By: Giannella Alvarez
Name: Giannella Alvarez
Title: Chief Executive Officer

COLLATERAL AGENT:

MOUSSERENA L.P.

By: Serena Limited, General Partner

By: _____
Name: Charles Heilbronn
Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

HARMLESS HARVEST, INC.

By: _____
Name: Giannella Alvarez
Title: Chief Executive Officer

COLLATERAL AGENT:

MOUSSERENA L.P.

By: Charles Heilbron
Name: Charles Heilbron
Title: President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

TRADEMARKS

| Owner | Mark | Reg./(App.) Number | Reg./(App.) Date |
|---------------------------|--|---------------------------|-------------------------|
| Harmless Harvest, Inc. | HARMLESS COCONUT | 5,074,107 | 11/1/2016 |
| Harmless Harvest, Inc. | HARMLESS HARVEST | 4,057,125 | 11/15/2011 |
| Harmless Harvest, Inc. | HARMLESS HARVEST HARMLESS COCONUT WATER and Design | (87/232,954) | (11/10/2016) |
| Harmless Harvest, Inc. | HARMLESS HARVEST HARMLESS COCONUT WATER and Design | (87/232,949) | (11/10/2016) |

TRADEMARK LICENSES:

None.