

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429465

| | | | |
|---|-------------------------------------|---|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | First Priority Security Interest | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Harmless Harvest, Inc. | | 05/26/2017 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | ACF FINCO I LP | | |
| Street Address: | 560 White Plains Road, Suite 400 | | |
| City: | Tarrytown | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10591 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87232949 | HARMLESS HARVEST HARMLESS COCONUT WATER | |
| Serial Number: | 86894758 | HARMLESS | |
| Registration Number: | 5074107 | HARMLESS COCONUT | |
| Serial Number: | 86894771 | HARMLESS COCONUT | |
| Serial Number: | 86920187 | HARMLESS ENERGY | |
| Registration Number: | 4057125 | HARMLESS HARVEST | |
| Serial Number: | 86894781 | HARMLESS HARVEST | |
| Serial Number: | 87232954 | HARMLESS HARVEST HARMLESS COCONUT WATER | |
| Serial Number: | 86894796 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2136305788 | | |
| <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: | 213-891-5935 | | |
| Email: | hpanneck@buchalter.com | | |
| Correspondent Name: | HELEN PANNECK | | |
| Address Line 1: | 1000 Wilshire Boulevard, Suite 1500 | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90017 | | |
| ATTORNEY DOCKET NUMBER: | F0030-0118 | | |

CH \$240.00 87232949

| | |
|---|-----------------|
| NAME OF SUBMITTER: | Helen Panneck |
| SIGNATURE: | /Helen Panneck/ |
| DATE SIGNED: | 05/31/2017 |
| Total Attachments: 9 source=Executed Memorandum and Notice of Security Interest in IP (HHI) (2)#page1.tif source=Executed Memorandum and Notice of Security Interest in IP (HHI) (2)#page2.tif source=Executed Memorandum and Notice of Security Interest in IP (HHI) (2)#page3.tif source=Executed Memorandum and Notice of Security Interest in IP (HHI) (2)#page4.tif source=Executed Memorandum and Notice of Security Interest in IP (HHI) (2)#page5.tif source=Executed Memorandum and Notice of Security Interest in IP (HHI) (2)#page6.tif source=Executed Memorandum and Notice of Security Interest in IP (HHI) (2)#page7.tif source=Executed Memorandum and Notice of Security Interest in IP (HHI) (2)#page8.tif source=Executed Memorandum and Notice of Security Interest in IP (HHI) (2)#page9.tif | |

**MEMORANDUM AND NOTICE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

May 26, 2017

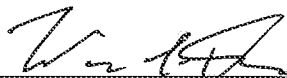
The undersigned, whose address is 712 Sansome Street, San Francisco, California 94111 (the “Debtor”) hereby acknowledges that it has granted to ACF FINCO I LP, a Delaware limited partnership, whose address is 560 White Plains Road, Suite 400, Tarrytown, New York, 10591 (the “Secured Party”), a security interest in and to all of the Debtor’s right, title and interest in and to: (a) the trademarks and trademark registrations and applications therefor which are identified on Exhibit A attached hereto and herein incorporated by this reference owned by Debtor (the “Trademarks”), together with the goodwill and assets of the business; (b) the patents and patent applications which are identified on Exhibit B attached hereto and herein incorporated by this reference owned by Debtor (the “Patents”); and (c) the copyright registrations which are identified on Exhibit C attached hereto and herein incorporated by this reference owned by Debtor (the “Copyrights”), and all actions for infringement concerning the foregoing.

The terms and conditions of the aforementioned security interest are contained in that certain Loan and Security Agreement dated as of May 26, 2017 (the “Agreement”), between the Debtor and Secured Party as security for the Obligations as set forth in the Agreement and other agreements referred to therein. Nothing contained in this Memorandum and Notice of Security Interest in Intellectual Property shall be construed as a present or absolute assignment of any of the collateral nor as limiting any interest which Secured Party may have in any other collateral described in the Agreement or otherwise.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has duly executed this Memorandum and Notice of Security Interest in Intellectual Property as of the date first written above.

HARMLESS HARVEST, INC.

By: 

Name: Warren Dewar

Its: Treasurer and Vice President, Finance
and Accounting

MEMORANDUM AND NOTICE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY

TRADEMARK
REEL: 006073 FRAME: 0950

EXHIBIT A
TRADEMARKS

| Country | Mark | Status | App. No. | Filing Date | Reg. No. | Reg. Date |
|---------------------|--|--|----------|-------------|----------|-----------|
| Australia | HARMLESS | Pending | 1785644 | Jul-26-2016 | | |
| Australia | HARMLESS COCONUT | Pending | 1785647 | Jul-26-2016 | | |
| Australia (WIPO) | HARMLESS ENERGY | Designated - Awaiting Notification | | Aug-24-2016 | | |
| Australia | HARMLESS HARVEST | Pending | 1785669 | Jul-26-2016 | | |
| Australia | MISCELLANEOUS DESIGN (COCONUT AND HANDS LOGO)  | Pending | 1785667 | Jul-26-2016 | | |
| Canada | HARMLESS | Pending | 1792452 | Jul-21-2016 | | |
| Canada | HARMLESS COCONUT | Pending | 1792453 | Jul-21-2016 | | |
| Canada | HARMLESS ENERGY | Pending | 1797499 | Aug-25-2016 | | |
| Canada | HARMLESS HARVEST | Pending | 1792454 | Jul-21-2016 | | |
| Canada | MISCELLANEOUS DESIGN (COCONUT AND HANDS LOGO)  | Pending | 1792455 | Jul-21-2016 | | |
| China (WIPO) | HARMLESS ENERGY | Designated - Awaiting Notification | | Aug-24-2016 | | |
| China | HARMLESS HARVEST | Pending | 20841443 | Aug-02-2016 | | |
| China | HARMLESS HARVEST HARMLESS | Pending | 20960071 | Aug-12-2016 | | |
| China | MISCELLANEOUS DESIGN (COCONUT AND HANDS LOGO)  | Pending | 20841442 | Aug-02-2016 | | |



| Country | Mark | Status | App. No. | Filing Date | Reg. No. | Reg. Date |
|---|--|------------------------------------|-------------|-------------|----------|-------------|
| Cuba (WIPO) | HARMLESS ENERGY | Designated - Awaiting Notification | | Aug-24-2016 | | |
| European Community | HARMLESS COCONUT | Published | 015682149 | Jul-21-2016 | | |
| European Community (WIPO) | HARMLESS ENERGY | Designated - Awaiting Notification | | Aug-24-2016 | | |
| European Community | HARMLESS HARVEST | Published | 015682164 | Jul-21-2016 | | |
| European Community | MISCELLANEOUS DESIGN (COCONUT AND HANDS LOGO)  | Pending | 015682181 | Jul-21-2016 | | |
| Japan | HARMLESS | Registered | 2016-081282 | Jul-29-2016 | 5893644 | Nov-04-2016 |
| Japan | HARMLESS COCONUT | Registered | 2016-081292 | Jul-29-2016 | 5909169 | Dec-22-2016 |
| Japan (WIPO) | HARMLESS ENERGY | Designated - Awaiting Notification | | Aug-24-2016 | | |
| Japan | HARMLESS HARVEST | Registered | 2016-081293 | Jul-29-2016 | 5893645 | Nov-04-2016 |
| Japan | MISCELLANEOUS DESIGN (COCONUT AND HANDS LOGO)  | Registered | 2016-081294 | Jul-29-2016 | 5893646 | Nov-04-2016 |
| Madrid Protocol [Designated Countries: AU, CN, CU, EM, GB, JP, KR, MX, and SG] | HARMLESS ENERGY | Pending | A0061128 | Aug-24-2016 | | |
| Mexico (WIPO) | HARMLESS ENERGY | Designated - Awaiting Notification | | Aug-24-2016 | | |
| Mexico (WIPO) | HARMLESS ENERGY | Designated - Awaiting Notification | | Aug-24-2016 | | |
| Mexico (WIPO) | HARMLESS ENERGY | Designated - Awaiting Notification | | Aug-24-2016 | | |

EXHIBIT A






| Country | Mark | Status | App. No. | Filing Date | Reg. No. | Reg. Date |
|--------------------------|--|------------------------------------|---------------|-------------|----------|-----------|
| Republic of Korea | HARMLESS | Published | 40-2016-58892 | Aug-02-2016 | | |
| Republic of Korea | HARMLESS COCONUT | Published | 40-2016-58893 | Aug-02-2016 | | |
| Republic of Korea (WIPO) | HARMLESS ENERGY | Designated - Awaiting Notification | | Aug-24-2016 | | |
| Republic of Korea | HARMLESS HARVEST | Published | 40-2016-58894 | Aug-02-2016 | | |
| Republic of Korea | MISCELLANEOUS DESIGN (COCONUT AND HANDS LOGO)  | Published | 40-2016-58895 | Aug-02-2016 | | |
| Singapore (WIPO) | HARMLESS ENERGY | Designated - Awaiting Notification | | Aug-24-2016 | | |
| Singapore | HARMLESS HARVEST | Not yet filed | | | | |
| Thailand | HARMLESS HARVEST | Pending | 1027182 | Feb-11-2016 | | |
| Thailand | HARMLESS HARVEST | Pending | 1027183 | Feb-11-2016 | | |
| Thailand | MISCELLANEOUS DESIGN (COCONUT AND HANDS LOGO)  | Pending | 1054368 | Jul-27-2016 | | |
| Thailand | MISCELLANEOUS DESIGN (COCONUT AND HANDS LOGO)  | Pending | 1054369 | Jul-27-2016 | | |
| Thailand | MISCELLANEOUS DESIGN (COCONUT AND HANDS LOGO)  | Pending | 1054367 | Jul-27-2016 | | |
| Thailand | MISCELLANEOUS DESIGN (COCONUT AND HANDS LOGO)  | Pending | 1054366 | Jul-27-2016 | | |

EXHIBIT A




| Country | Mark | Status | App. No. | Filing Date | Reg. No. | Reg. Date |
|--------------------------|---|------------------------------------|-----------|-------------|----------|-------------|
| United Kingdom | HARMLESS | Published | 3175812 | Jul-21-2016 | | |
| United Kingdom | HARMLESS COCONUT | Published | 3175818 | Jul-21-2016 | | |
| United Kingdom (WIPO) | HARMLESS ENERGY | Designated - Awaiting Notification | | Aug-24-2016 | | |
| United Kingdom | HARMLESS HARVEST | Published | 3175819 | Jul-21-2016 | | |
| United Kingdom | MISCELLANEOUS DESIGN (COCONUT AND HANDS LOGO)  | Published | 3175827 | Jul-21-2016 | | |
| United States of America | BOTTLE DESIGN WITH COLOR-MATCHING COCONUT DESIGN AND BOTTLE CAP (TRADE DRESS)  | Pending | 87/232949 | Nov-10-2016 | | |
| United States of America | HARMLESS | Pending | 86/894758 | Feb-02-2016 | | |
| United States of America | HARMLESS COCONUT | Registered | 86/577699 | Mar-26-2015 | 5074107 | Nov-01-2016 |
| United States of America | HARMLESS COCONUT | Pending | 86/894771 | Feb-02-2016 | | |
| United States of America | HARMLESS ENERGY | Published | 86/920187 | Feb-25-2016 | | |
| United States of America | HARMLESS HARVEST | Registered | 85/030143 | May-04-2010 | 4057125 | Nov-15-2011 |
| United States of America | HARMLESS HARVEST | Pending | 86/894781 | Feb-02-2016 | | |
| United States of America | HARMLESS HARVEST HARMLESS COCONUT WATER BOTTLE DESIGN (TRADE DRESS)  | Pending | 87/232954 | Nov-10-2016 | | |

EXHIBIT A


| Country | Mark | Status | App. No. | Filing Date | Reg. No. | Reg. Date |
|--------------------------|--|---------|-----------|-------------|----------|-----------|
| United States of America | MISCELLANEOUS DESIGN (COCONUT AND HANDS LOGO)  | Pending | 86/894796 | Feb-02-2016 | | |

EXHIBIT A

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EXHIBIT B

PATENTS

| Title | Application No. | Application Date | Registration No. | Registration Date | Country |
|---|------------------------|-------------------------|-------------------------|--------------------------|--------------------------|
| Use of elevated temperatures to improve flavor performance during micro-filtration of beverages | 62/302992 | March 3, 2016 | | | United States of America |
| An aseptic method of preparing fruit juice and non-fruit juice beverages to improve flavor profiles and retain organoleptic properties of fruit juice and non-fruit juice beverages | 62485704 | April 12, 2017 | | | United States of America |

EXHIBIT C
COPYRIGHTS

None.