

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440052

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Glutenfreeda Foods, Inc.		08/18/2017	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Craft3 Capital Corporation		
Street Address:	409 Maynard Avenue South, Suite 200		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85628410	GLUTEN FREE GLUTENFREEDA CERTIFIED LESS	
Serial Number:	77790675	GLUTENFREEDA	
Serial Number:	77790685	GLUTENFREEDA	
Serial Number:	78870408	GLUTENFREEDA	
Serial Number:	85628127	WE MAKE GLUTEN-FREE DELICIOUS...IT'S WHA	
CORRESPONDENCE DATA			
Fax Number:	8669471121		
<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:	5852631065		
Email:	nytm@nixonpeabody.com		
Correspondent Name:	Kristen M. Walsh, Nixon Peabody LLP		
Address Line 1:	1300 Clinton Square		
Address Line 4:	Rochester, NEW YORK 14604		
NAME OF SUBMITTER:	Colleen M. Raimond		
SIGNATURE:	/Colleen M. Raimond/		
DATE SIGNED:	08/21/2017		
Total Attachments: 7			
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EXECUTION

SECURITY AGREEMENT (TRADEMARKS)

This SECURITY AGREEMENT (TRADEMARKS)(this "**Agreement**") is made as of August 18, 2017, by and between GLUTENFREEDA FOODS, INC., a Washington corporation (the "**Borrower**") and CRAFT3 CAPITAL CORPORATION, a Washington corporation (the "**Lender**").

All capitalized terms not defined herein but defined in that certain Commercial Security Agreement, dated as of June 17, 2015 (as the same may be amended, modified, supplemented, extended or restated, from time to time, the "**Security Agreement**") by and between the Borrower and the Lender, shall have the meanings given to such terms in the Security Agreement, and if not defined in the Security Agreement, then the meanings given to such terms in the Uniform Commercial Code as in effect from time to time in the State of Washington (the "**UCC**").

Preliminary Statements:

A. Pursuant to the provisions of the Security Agreement, the Borrower has granted to the Lender a perfected security interest in substantially all of the assets of the Borrower, all as more particularly described therein (collectively, the "**Collateral**"); and

B. The Borrower owns, has adopted, used and is using the trademarks and service marks (and has filed the trademark applications and service mark applications) set forth in **Schedule 1** attached hereto and made a part hereof (collectively, the "**Marks**"); and

C. The Lender and the Borrower now wish to enter into this Agreement to supplement to the Security Agreement and to confirm that the Collateral includes, among other things, the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Lender hereby agree as follows:

1. To secure the prompt and complete payment and performance by the Borrower to Lender when due (whether at the stated maturity, by acceleration or otherwise) of all indebtedness evidenced by the Note and the Security Agreement, the Borrower does hereby grant to the Lender a continuing security interest in and to the Marks and all General Intangibles (as defined in the UCC) connected with the use of or related to any and all Marks (including, without limitation, all goodwill of the Borrower and its business, products and services appurtenant to, associated with or symbolized by any and all Marks and the use thereof), together with all registrations of the Marks and the applications therefor, all in accordance with the terms and provisions of the Security Agreement.

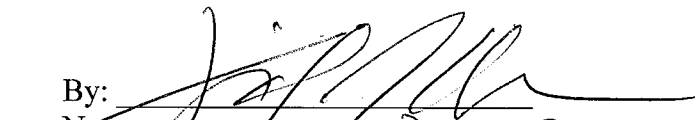
2. The Borrower and the Lender hereby expressly acknowledge and agree that all of the rights and remedies of the Lender with respect to the security interest granted hereby are more fully set forth in the Security Agreement.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the date first above written.

LENDER:

CRAFT3 CAPITAL CORPORATION
acting as a secured party

By: 
Name: _____
Title: DAVID J. OSER
TREASURER

BORROWER:

GLUTENFREEDA FOODS, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the date first above written.

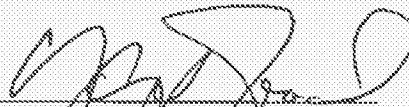
LENDER:

CRAFT3 CAPITAL CORPORATION
acting as a secured party

By: _____
Name:
Title:

BORROWER:

GLUTENFREEDA FOODS, INC.

By: 
Name: YVONNE BAFFORA, CEO
Title:

SECURITY AGREEMENT (TRADEMARKS)

by and between

GLUTENFREEDA FOODS, INC.
(the "Borrower")


and


CRAFT3 CAPITAL CORPORATION
(the "Lender")

List of U.S. Registered Trademarks (and Applications therefor)

Schedule 1

The following trademarks registered with, and the following trademark applications pending with, the United States Patent and Trademark Office, are owned by the Borrower:

Mark	Serial No. / Filing Date	Reg. No / Reg. Date	Owner
GLUTEN FREE GLUTENFREEDA CERTIFIED LESS THAN 5 PPM 100% DEDICATED FACILITY (and Design):	85/628410 05/17/2012	4385235 08/13/2013	Glutenfreeda Foods, Inc. (WASHINGTON CORP.) P.O. Box 487 Burlington, WA 98233
			
GLUTENFREEDA	77/790675 07/27/2009	3871302 11/02/2010	Glutenfreeda Foods, Inc. (WASHINGTON CORP.) P.O. Box 487 Burlington, WA 98233

Mark	Serial No. / Filing Date	Reg. No / Reg. Date	Owner
GLUTENFREEDA (and Design): 	77/790685 07/27/2009	3871303 11/02/2010	Glutenfreeda Foods, Inc. (WASHINGTON CORP.) P.O. Box 487 Burlington, WA 98233
GLUTENFREEDA	78/870408 04/26/2006	3378634 02/05/2008	Glutenfreeda Foods, Inc. (WASHINGTON CORP.) P.O. Box 487 Burlington, WA 98233
WE MAKE GLUTEN- FREE DELICIOUS...IT'S WHAT WE DO	85/628127 05/17/2012	4254079 12/04/2012	Glutenfreeda Foods, Inc. (WASHINGTON CORP.) P.O. Box 487 Burlington, WA 98233

