

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484682

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JUST, INC.		07/13/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	VegInvest Trust		
Street Address:	25 Hillandale Road		
City:	Rye Brook		
State/Country:	NEW YORK		
Postal Code:	10573		
Entity Type:	Trust: GEORGIA		
Composed Of:	<ul style="list-style-type: none"> • Jody Rasch, UNITED STATES, INDIVIDUAL 		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	85628703	BEYOND EGGS	
Serial Number:	85870959		
Serial Number:	86014519	JUST MAYO	
Serial Number:	86014923	JUST SCRAMBLE	
Serial Number:	86421107	JUST COOKIE DOUGH	
Serial Number:	86282713	JUST COOKIES	
Serial Number:	86619254	WHAT WOULD IT LOOK LIKE IF WE STARTED OV	
Serial Number:	87280065	BLACKBIRD	
CORRESPONDENCE DATA			
Fax Number:	6784068812		
<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:	404-577-6000		
Email:	tdavis@bdbbc.com		
Correspondent Name:	BAKER DONELSON IP DEPARTMENT		
Address Line 1:	3414 PEACHTREE ROAD		
Address Line 2:	SUITE 1600		
Address Line 4:	ATLANTA, GEORGIA 30326		

OP \$215.00 85628703

NAME OF SUBMITTER:	Dorian B. Kennedy
SIGNATURE:	/Dorian B. Kennedy/
DATE SIGNED:	08/03/2018

Total Attachments: 42

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JUST, INC.

LOAN AND SECURITY AGREEMENT

This Loan and Security Agreement, dated as of July 13, 2018 (this "Agreement"), is entered into by and among Just, Inc., a Delaware corporation (the "Company"), and VegInvest Trust ("Lender").

RECITALS

A. Upon the terms and subject to the conditions of this Agreement, Lender is willing to loan to the Company, and the Company is willing to borrow from such Lender, pursuant to the terms contained herein and the Convertible Promissory Note in the form of Exhibit A attached hereto (the "Note").

B. Capitalized terms not otherwise defined herein, including in Schedule 1, shall have the meaning set forth in the form of Note, unless otherwise specified.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing, and the representations, warranties, and conditions set forth below, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The Note and Closing.

(a) The Note. Upon the terms and subject to the conditions of this Agreement, at the Closing (as defined below) the Company agrees to deliver the Note for an aggregate principal amount not to exceed \$15,250,684.38. The securities into which the Note are convertible into are referred to as the "Conversion Stock." This Agreement and the Note are collectively referred to as the "Transaction Documents." The Note and the Conversion Stock are collectively referred to as the "Securities." The term "Loan" shall mean the aggregate of unpaid advances from time to time outstanding and pursuant to this Agreement and Note.

(b) The Closing.

(i) The initial closing (the "Initial Closing") of the transaction shall take place remotely at 10:00 a.m. local time on July 13, 2018 or at such other place and time as the Company and the Lender may determine (the "Closing Date"). In the event there is more than one closing, the term "Closing" shall apply to each such closing unless otherwise specified herein and term "Closing Date" shall apply to the date of each such closing.

(c) Delivery. At the Closing, the Company will deliver to the Lender the executed Note in the amount of \$15,250,684.38.

(d) Conversion Shares. In the event of a Qualified Financing (as defined in the Note), an Unqualified Financing (as defined in the Note) or a Change of Control (as defined in the Note), the Company and the Lender agree to take any action necessary to reserve an adequate number of shares of Conversion Stock and common stock of the Company (the "Common Stock") for issuance upon conversion of the Note into Conversion Stock or other Equity Securities, to authorize and issue such shares of Conversion Stock upon conversion, if applicable, and to reserve an adequate number of shares of Common Stock for issuance upon conversion of the Conversion Stock. Lender understands and agrees that the Company has no obligation to pursue a Qualified Financing, an Unqualified Financing, a Change

of Control or an Initial Public Offering (as defined in the Note) and conversion of the Note into Conversion Stock will require such Lender's execution of certain agreements relating to the purchase and sale of such securities as well as any rights relating to such equity securities as other investors in such Qualified Financing or Unqualified Financing, other holders of the Series E Preferred (as defined in the Note) in such Change of Control or other holders of the Company's Common Stock in such Initial Public Offering.

(e) Use of Funds Tendered. The funds tendered pursuant to the Note shall be used for general corporate purposes and strictly for operation in the plant-based and clean meat space. Lender will not be bound to monitor or verify the application or use of the funds tendered.

(f) Security. All Obligations of the Company herein and in the Note are secured by a continuing security interest in the Company's Collateral pursuant to the terms of this Agreement.

2. Representations and Warranties of the Company. The Company represents and warrants to each Lender that as of the date hereof and as of the Initial Closing:

(a) Organization, Good Standing and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware under organizational File No. 5062291 and has all requisite corporate power and authority to carry on its business as now conducted and as proposed to be conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure so to qualify would have a material adverse effect on its business or properties (including without limitation, California). The Company's chief place of business and chief executive office is located at 2000 Folsom Street, San Francisco, CA 94110.

(b) Power and Authorization. All corporate action on the part of the Company, its officers, directors and stockholders necessary for the authorization, execution and delivery of Transaction Documents, the shares of the Company's capital stock issuable on conversion of the Note, and the performance of all Obligations of the Company hereunder and thereunder has been taken or will be taken prior to the Closing; provided, however, that: (i) the Company has not obtained the necessary corporate approval for the authorization of any shares of Conversion Stock or other Equity Securities (as defined in the Note) issuable upon conversion of the Notes (or any shares of Common Stock issuable upon conversion of such Conversion Stock or other Equity Securities) in the next Qualified Financing (as defined in the Note) or Unqualified Financing (as defined in the Note) or in connection with a Change of Control (as defined in the Note) and (ii) a sufficient number of shares of Conversion Stock or other Equity Securities upon conversion of the Note (or shares of Common Stock issuable upon conversion of such Conversion Stock or other Equity Securities) has not been authorized under the Company's certificate of incorporation to provide for the issuance of such shares in the next Qualified Financing or Unqualified Financing or in connection with a Change of Control. The Transaction Documents, when executed and delivered by the Company, shall constitute valid and legally binding Obligations of the Company, enforceable against the Company in accordance with their respective terms except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies. The authorization, execution and delivery of this Agreement and the authorization, sale, issuance and delivery of the Note, the shares of the Company's capital stock issuable on conversion thereof (subject to approval of an amendment to the Company's certificate of incorporation to authorize the issuance of such shares in the next Qualified Financing or Unqualified Financing or in connection with a Change of Control), and the performance of all Obligations of the Company hereunder and thereunder has been approved by the Board of Directors of the Company, including a majority of disinterested directors (as such term is used in

Section 144 of the Delaware General Corporation Law).

(c) Compliance. The execution, delivery and performance of the Transaction Documents, and the consummation of the transactions contemplated by the Transaction Documents will not result in any violation of, constitute, with or without the passage of time and giving of notice, a default under or result in creation of any lien, charge or encumbrance upon any assets of the Company under: (i) the Company's certificate of incorporation or its bylaws, (ii) any mortgage, indenture or contract to which the Company is a party, or (iii) any judgment, decree, order, writ or governmental permit, license, authorization or approval to which the Company is subject and in the case of clauses (ii)-(iii), that would reasonably be expected to have a material adverse effect on the Company.

(d) Terms of Issuance. The Conversion Stock or the other Equity Securities (as the case may be) will, upon issuance in accordance with the terms of the Transaction Documents, be validly issued, fully paid and non-assessable, and shall rank pari passu in all respects with the then-existing shares of such series of Conversion Stock or Equity Securities.

(e) Capitalization. The authorized Capital Stock of the Company (immediately prior to the Closing) consists of 55,000,000 shares of Common Stock, par value \$0.00001 per share, 5,239,709 of which shares are issued and outstanding. The Company also has 55,000,000 shares of Preferred Stock, each with a par value of \$0.00001 per share, 34,961,069 of which shares are issued and outstanding. All of the issued and outstanding shares of the Company's Capital Stock have been duly authorized and validly issued and are fully paid and non-assessable and have been issued in compliance with applicable Federal and state securities laws. The Company has reserved (i) a total of 12,013,209 shares of its Common Stock for issuance pursuant to the Company's 2011 Equity Incentive Plan.

(f) Financial Statements. The audited financial statements of the Company as of December 31, 2017 and the unaudited financial statements of the Company as of March 31, 2018 (the "Financial Statements"), copies of which have been provided to Lender, are, to the best of the Company's knowledge, complete and correct in all material respects, have been prepared, with the exception of the following non-cash transactions that are calculated and booked on an annual bases only (i) stock based compensation and (ii) fair market valuation of current convertible notes and warrants, in accordance with GAAP consistently applied, present fairly the financial position and results of operations of the Company at the dates and for the periods to which they relate, subject to, in the case of unaudited Financial Statements, normal period end adjustments (which are not expected to be material either individually or in the aggregate), show all material liabilities, absolute or contingent, of the Company and have been prepared in accordance with the books and records of the Company. The Company's other outstanding indebtedness amounts to \$21,030,000 in principal, which matures no earlier than November 28, 2020.

(g) Except as disclosed in the Financial Statements, or for liabilities incurred in the ordinary course and in the aggregate not exceeding \$25,000, (a) the Company has no liability of any nature (matured or unmatured, fixed or contingent) which was not provided for or disclosed on the Financial Statements, (b) all liability reserves, if any, established by the Company were adequate in all respects and were established by the Company in accordance with GAAP consistently applied, and (c) there are no loss contingencies (as such term is used in "Statement of Financial Accounting Standards No. 5" issued by the Financial Accounting Standards Board in March 1975) which were not adequately disclosed and provided for in the Financial Statements as required by said Statement No. 5. The Company is not under investigation by the Securities and Exchange Commission or any state agency.

(h) Absence of Certain Changes. Since March 31, 2018, there has not been:

(i) any occurrence having a consequence that is materially adverse as to the

business, properties or financial condition of the Company;

- (ii) any amendment to the Certificate of Incorporation of the Company;
- (iii) any funds borrowed or any obligations or liabilities (absolute or contingent) incurred by the Company, except as incurred in the ordinary course of business consistent with past practices, or any endorsement, assumption or guaranty of payment or collection of any obligation of any other person or entity and except as incurred on May 15, 2018 and June 1, 2018;
- (iv) any discharge or satisfaction by the Company of any lien or encumbrance or payment of any obligation or liability (absolute or contingent) other than current liabilities reflected in the Financial Statements;
- (v) any agreement or arrangement entered into by the Company granting preferential rights to purchase or license any of the assets, properties or rights of the Company (including management or control thereof), or requiring the consent of any party to a transfer, assignment or licensing of such assets, properties or rights (or change in the management or control thereof), or providing for the merger or consolidation of the Company with or into another corporation, association or entity;
- (vi) any transactions entered into by the Company other than in the ordinary course of business consistent with past practices;
- (vii) any waiver of any valuable right of the Company, or, except in the ordinary course of business consistent with past practices, the cancellation of any debt or claim held by the Company;
- (viii) any direct or indirect redemption or acquisition of any shares of the capital stock of the Company, or any agreement or commitment therefor;
- (ix) any loan by the Company to, or any loan to the Company from, any officer, director, employee or stockholder of the Company, or any agreement or commitment therefor, except advances in the ordinary course of business for reasonable travel and entertainment expenses in customary amounts;
- (x) any change in the accounting methods or practices followed by the Company;
- (xi) any litigation, action, suit, or proceeding at law or equity by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Company threatened against or affecting the Company, or any properties or rights of the Company which, if adversely determined, would materially and adversely affect the financial or any other condition of the Company; or
- (xii) any agreement entered into to do any of the foregoing described in clauses (i) through (xii) above.

(i) No Broker. The Company has no contract, arrangement or understanding with any broker, finder, agent, financial advisor or other intermediary with respect to the transactions contemplated by this Agreement.

3. Affirmative Covenants. Until indefeasible payment and satisfaction of all Obligations:

(a) The Company shall: (i) maintain its corporate existence, (ii) maintain in full force and effect all material licenses, bonds, franchises, leases, trademarks, qualifications and authorizations to do business, and all material patents, contracts and other rights necessary or advisable to the profitable conduct of the Company, (iii) continue in the same lines of business as the Company presently operates, and (iv) continues strictly for operation in the plant-based and clean meat space.

(b) The Company shall keep all property useful and necessary to the business in good working order and condition (ordinary wear and tear excepted) in accordance with its past operating practices.

(c) The Company shall conduct transactions with any of its Affiliates on an arm's length basis or other basis no less favorable to the company than would apply in a transaction with a non-Affiliate and which are approved by management of the Company.

(d) The Company shall comply with all Requirements of Law applicable to it, including, without limitation, all applicable federal, state, local or foreign laws and regulations, including, without limitation, those relating to environmental and employee matters (including the collection, payment and deposit of employees' income, unemployment, Social Security and Medicare hospital insurance taxes) and with respect to pension liabilities; provided that, the Company shall not be deemed in violation hereof if the Company's failure to comply with any of the foregoing could not be reasonably expected to have a material adverse effect.

(e) The Company shall maintain public liability insurance, business interruption insurance, third party property damage insurance and replacement value insurance on its assets (including the Collateral) under such policies of insurance, with such insurance companies, in such amounts and covering such risks as are at all times commercially reasonable, all of which policies covering the Collateral shall name Lender as an additional insured and the lender's loss payable in case of loss, and contain other provisions as Lender may require to protect fully Lender's interest in the Collateral and any payments to be made under such policies.

(f) The Company shall: (i) maintain books and records (including computer records and programs) of account pertaining to the assets, liabilities and financial transactions of the Company in such detail, form and scope as is consistent with good business practice, and (ii) provide Lender access to the premises of the Company at any time and from time to time, during normal business hours and upon reasonable notice under the circumstances, and at any time after the occurrence and during the continuance of a Default or Event of Default, for the purposes of (A) inspecting and verifying the Collateral, (B) inspecting any and all records pertaining thereto, and (C) discussing the affairs, finances and business of the Company with any officer, employee or director thereof or with their auditors, all of whom are hereby authorized to disclose to Lender all financial statements, work papers, and other information relating to such affairs, finances or business. The Company hereby authorizes Lender to communicate directly with its auditors to disclose to Lender any and all financial information regarding the Company including, without limitation, matters relating to any audit and copies of any letters, memoranda or other correspondence related to the business, financial condition or other affairs of the Company.

(g) The Company shall take, or cause to be taken, such actions as Lender may request from time to time (including, without limitation, the execution and delivery of guarantees, security agreements, pledge agreements, stock powers, financing statements and other documents, the filing or recording of

any of the foregoing, and the delivery of stock certificates and other Collateral with respect to which perfection is obtained by possession) to ensure that the Obligations are secured by the Collateral of the Company. Company agrees to execute and file within The United States Patent and Trademark Office, any further documents or instruments and do any and all further acts necessary, if any, to perfect the title in any Collateral, and specifically any patent, patent application or trademark, herein conveyed.

(h) The Company shall provide to Lender, at the expense of the Company: (i) annually, within ninety (90) days after the end of each calendar year (or fiscal year if applicable), the Company's complete annual financial statement, (including, without limitation, a balance sheet, a statement of sources and uses of funds and an income and expense statement) audited by the Company in such form and detail as may be requested by Lender; (ii) if requested by Lender, each year, as soon as available but in no event after April 15th of each year, unless Lender is furnished with evidence of the filing of the appropriate Federal income tax extension, the Federal income tax return (including all schedules) of the Company for the preceding year; and (iii) upon demand, such additional information as Lender may from time to time request. At the request of Lender, the Company, at the Company's sole expense, shall cause such financial reports to be prepared by an independent certified public accountant after review and audited without exception objectionable to Lender. If the Company fails to submit any such financial report in the form and substance requested by Lender, Lender may, at the Company's expense, cause a certified public accountant designated by Lender to prepare such financial reports.

4. Negative Covenants. Without the prior written consent of Lender and until indefeasible payment and satisfaction of all Obligations:

(a) The Company shall not, directly or indirectly, merge or consolidate with any Person or amend, alter or modify its legal name, mailing address, chief executive office or principal places of business, structure, status or existence, or liquidate or dissolve itself (or suffer any liquidation or dissolution).

(b) The Company shall not at any time make any material change in the lines of its business as carried on at the date hereof or enter into any new line of business.

(c) The Company shall not, directly or indirectly, in any fiscal year, sell, transfer or otherwise dispose of any of its assets (other than sales of Inventory in the ordinary course of business), or grant any option or other right to purchase or otherwise acquire any of its assets, with an aggregate value in excess of \$100,000.

(d) The Company shall not use any portion of the proceeds of the Loan in violation of Section 2.5.

(e) The Company shall not, at any time, make loans or advance any credit to any Affiliate or other Person.

(f) The Company shall not directly or indirectly, at any time create, incur, assume or suffer to exist any Lien on or with respect to any assets, other than:

- (i) Liens created hereunder and by the Security Documents; and
- (ii) Permitted Liens.

(g) The Company shall not, directly or indirectly, pay any dividends or distributions on, purchase, redeem or retire any shares of any class of its Equity Interests, whether now or hereafter outstanding, or make any payment on account of or set apart assets for a sinking or other analogous fund

for, the purchase, redemption, defeasance, retirement or other acquisition of its Equity Interests, or make any other distribution in respect thereof, either directly or indirectly, whether in cash or property or in obligations of the Company except to the extent currently contemplated or permitted under its Governing Documents.

(h) The Company shall not, directly or indirectly, at any time make or hold any investment in any Person (whether in cash, securities or other property of any kind) other than (i) investments in other Loan Parties, (ii) investments in cash equivalents so long Lender has a perfected, first priority Lien on such cash equivalents, and (iii) extensions of trade credit in the ordinary course of business.

(i) The Company shall not, at any time make any prepayment of any Indebtedness.

(j) The Company shall not, acquire or commit or agree to acquire any securities of any other Person, other than Equipment and Inventory acquired in the ordinary course of business.

5. Further Limitations on Disposition. Lender further agrees not to make any disposition of all or any portion of any securities of the Company at any time prior to the Company becoming subject to the periodic reporting requirements of Sections 12(g) or 15(d) of the Securities Exchange Act of 1934, as amended, unless and until the transferee has agreed in writing for the benefit of the Company to be bound by this Section 3 and any other agreement which the Lender of securities issued by the Company in a Qualified Financing are required to execute and deliver in connection with such Qualified Financing. In addition, no such disposition shall be made at any time unless:

(a) there is then in effect a registration statement under the Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or

(b) (i) Lender shall have notified the Company of the proposed disposition and shall have furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and (ii) such Lender shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company that such disposition will not require registration of such shares under the Act. It is agreed that the Company will not require opinions of counsel for transactions made pursuant to Rule 144 except in unusual circumstances.

6. Conditions to Closing of the Lender. Lender's obligation to extend credit or make Loan advances pursuant hereto (including the advance at the Initial Closing) shall be subject to the following additional conditions precedent, any of which may be waived in whole or in part by the Lender:

(a) Representations and Warranties. The representations and warranties made by the Company in Section 2 hereof shall be true and correct as of the Closing.

(b) Proceedings and Documents. All corporate and other proceedings in connection with the transactions contemplated at the Closing and all documents and instruments incident to such transactions shall be reasonably satisfactory in substance and form to Lender.

(c) The Transaction Documents. The Company shall have duly executed and delivered to the Lender the following documents:

- (i) The Note;
- (ii) This Agreement, pledging all assets listed on Schedule 2 as Collateral for security for the Loan;
- (iii) Such Uniform Commercial Code Financing Statements as Lender may require in order to give record notice of its security interest in the items identified as collateral in this Agreement;
- (iv) Certified corporate resolutions of the Company and a certificate of good standing for the Company from its state of incorporation as Lender may require, together with a copy of the charter and bylaws of the Company;
- (v) UCC lien searches from such recording officers as Lender shall specify evidencing the priority of Lender's lien under the Security Agreement over any other lien or encumbrances; and
- (vi) Such other information and documentation as Lender shall deem to be necessary or desirable in connection with the funding of the Loan.

7. Company's Affirmative Covenants.

(a) Payment of the Note. The Company will punctually pay or cause to be paid the principal of and interest on the Note at the times and places and in the manner specified in the Note.

(b) Reservation of Shares of Capital Stock. The Company agrees to promptly take any and all action as is necessary or desirable to authorize, reserve and issue the shares of the Company's capital stock issuable upon conversion of the Note promptly upon a determination of the terms of such securities.

(c) Further Assurances. The Company shall execute any and all further documents, and take all further action which any Lender may reasonably request in order to effectuate the transactions contemplated by the Transaction Documents. The Company shall provide the Lender with copies of all unaudited and audited financial statements of the Company that are prepared during the term of the Note.

8. Creation of Security Interest.

(a) General. To secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, the Company hereby grants to Lender a Lien on and security interest in all of its right, title and interest in and to the Collateral. As further security for the Obligations, and to provide other assurances to Lender, Lender shall receive any of the other Security Documents requested by Lender.

(b) Recourse to Security. Recourse to security shall not be required for any Obligation hereunder and the Company hereby waives any requirement that Lender exhaust any right or take any action against any of the Collateral before proceeding to enforce the Obligations against the Company.

(c) Continuation of Liens, Etc. The Company shall obtain a Control Agreement from any securities intermediary or depository bank in possession of the Company's Investment Property or deposit accounts. Lender is hereby authorized by the Company to sign the Company's name on any document or instrument as may be necessary or desirable to establish and maintain the Liens covering the Collateral and the priority and continued perfection thereof or file any financing or continuation statements or

similar documents or instruments covering the Collateral whether or not the Company's signature appears thereon. The Company agrees, from time to time, at Lender's request, to file notices of Liens, financing statements, similar documents or instruments, and amendments, renewals and continuations thereof, and cooperate with Lender's representatives, in connection with the continued perfection (and the priority status thereof) and protection of the Collateral and Lender's Liens thereon. The Company agrees that Lender may file a carbon, photographic or other reproduction of this Agreement (or any financing statement related hereto) as a financing statement.

(d) Power of Attorney. In addition to all of the powers granted to Lender in this Section 6, the Company hereby appoints and constitutes Lender as its attorney-in-fact to sign its name on any of the documents, instruments and other items described in Section 6(c), and, upon the occurrence and during the continuance of an Event of Default: (a) to convey any item of Collateral to any purchaser thereof, and (b) to make any payment or take any act necessary or desirable to protect or preserve any Collateral. Lender's authority hereunder shall include, without limitation, the authority to execute and give receipt for any certificate of ownership or any document, to transfer title to any item of Collateral and to take any other actions arising from or incident to the powers granted to Lender under this Agreement. This power of attorney is coupled with an interest and is irrevocable.

(e) Absolute Release of Security Interest. Once the Company achieves Operating Profitability for a period of twelve (12) consecutive months, then the Lender shall take all actions necessary to release the Lien.

(f) Contingent Release of Security Interest. Once the Company achieves Operating Profitability for a period of seven (7) consecutive months, the Company may present a financing opportunity for something other than use of operating expenses (i.e. a specific capital expenditure) to Lender for financing on the same terms and conditions contained in the Note. If Lender declines to extend financing and if the Company is then able to obtain financing with a third party, then at the Company's closing with the third party, Lender shall release the Lien.

9. Events of Default. The occurrence of one or more of the following events (the "Events of Default") shall constitute an Event of Default hereunder: (i) If the Company fails to pay to Holder when due all sums due and payable to Holder by the Company under and by reason of the Note (after the expiration of applicable grace or cure periods, if any); (ii) If the Company fails to perform or comply with any of the terms of this Agreement and the Note executed simultaneously herewith (collectively, the ("Loan Documents")), and such failure continues uncured for thirty (30) days after written notice of such failure; (iii) If any representation, warranty, certification or statement contained herein or heretofore or hereafter furnished with respect to any of the Loan Documents or contained in any financial statement submitted by or on behalf of the Company proves to have been false or misleading in any material respect at the time as of which the facts therein set forth were stated or certified or omits any liability or claim against the Company; (iv) If a default under (after the expiration of applicable grace or cure periods, if any) or an Event of Default, as defined in, any of the Loan Documents occurs; (v) The filing of a petition by one or more creditors of the Company seeking: (1) the entry of a decree or order for relief by a court having jurisdiction against or with respect to the Company in an involuntary case under the federal bankruptcy laws or any state insolvency or similar laws, or (2) a reorganization of the Company or the Company's business and affairs, or (3) the appointment of a receiver, liquidator, assignee, custodian, trustee, or similar official for the Company or any of the Company's property; unless the Company obtains an unconditional dismissal of any such petition within sixty (60) days from the date such petition was filed; (vi) The commencement by the Company of a voluntary case under the federal bankruptcy laws or any state insolvency or similar laws or the consent by the Company to the appointment or taking possession by a receiver, liquidator, assignee, trustee, custodian or similar official for the Company or the Company's property, or the making by the Company of an assignment for the benefit of creditors, or the

failure by the Company generally to pay its debts as they become due; or (vii) A default (after the expiration of applicable grace or cure periods, if any) by the Company or any affiliate of the Company under any obligation owed to Holder regardless of when created, or whether direct, indirect, primary, secondary, contingent, secured or unsecured.

10. Acceleration, Termination. Upon the occurrence and during the continuance of an Event of Default, Lender may, without prejudice to the rights of Lender to enforce its claims against the Company, declare all Obligations immediately due and payable, in which case all Obligations shall automatically become immediately due and payable without presentment, demand, protest, notice of acceleration or any other action or obligation of Lender.

11. Other Remedies. Upon the occurrence and during the continuance of an Event of Default, Lender shall have all rights and remedies with respect to the Obligations and the Collateral under applicable law and the Loan Documents.

12. Remedies Cumulative. Each right, power and remedy of Lender as provided for in any of the Loan Documents or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in the Loan Documents or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Lender of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by Lender of any or all such other rights, powers or remedies.

13. Costs and Expenses. The Company shall pay to Lender on demand all costs and expenses (including, without limitation attorneys' fees and expenses and all court costs) incurred by or on behalf of Lender in endeavoring to collect or enforce the Obligations.

14. Miscellaneous.

(a) Waivers and Amendments. Any provision of this Agreement may be amended, waived or modified only upon the written consent of the Company and Lender. No waivers of any term, condition or provision of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

(b) Market Standoff. If requested by the Company and the managing underwriter of common stock (or other securities) of the Company, Lender shall not sell or otherwise transfer or dispose of any Securities of the Company held by such Lender (other than those included in the registration, if any) during the one hundred eighty (180) day period following the effective date of the Company's first firm commitment underwritten public offering of the Company filed under the Act, provided that all executive officers and directors of the Company and all greater than one percent (1%) stockholders enter into similar agreements. The obligations described in this Section 7(b) shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a transaction on Form S-4 or similar forms that may be promulgated in the future. The Company may impose stop-transfer instructions and may stamp each certificate with the legend set forth in Section 7(c) hereof with respect to the Securities subject to the foregoing restriction until the end of such one hundred eighty (180) day period. Each Lender agrees to execute a market standoff agreement with the underwriters in customary form consistent with the provisions of this Section 7(b). Lender agrees to execute and deliver such other agreements as may be reasonably requested by the Company or the underwriter which are consistent with the foregoing or which are necessary to give further effect thereto.

(c) Legend. Lender acknowledges that the Company will cause to be placed on the Conversion Stock, legends substantially similar to those set forth below in addition to any other legend that may be required by applicable law, by the Company's certificate of incorporation or bylaws, or by any agreement between the Company and such Lender:

(i) **THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF APPLICABLE STATES, AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION UNDER SUCH LAWS OR AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS. THE ISSUER OF THIS NOTE AND ANY SECURITIES ISSUABLE UPON CONVERSION OF THIS NOTE MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE ACT AND ALL APPLICABLE STATE SECURITIES LAWS.**

(ii) **THE SHARES REPRESENTED BY THIS CERTIFICATE MAY BE SUBJECT TO A LOCK-UP PERIOD OF UP TO 180 DAYS (SUBJECT TO EXTENSION) FOLLOWING THE EFFECTIVE DATE OF A REGISTRATION STATEMENT OF THE COMPANY FILED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, FOR THE INITIAL PUBLIC OFFERING OF THE COMPANY'S SECURITIES AS SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE ORIGINAL HOLDER OF THESE SHARES, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE COMPANY. SUCH LOCK-UP PERIOD IS BINDING ON TRANSFEREES OF THESE SHARES.**

(iii) Any legend required by the laws of the State of California, including any legend required by the California Department of Corporations or any other state securities laws.

(d) Governing Law. This Agreement and all actions arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions of the State of Delaware or of any other state.

(e) Survival. The representations, warranties, covenants and agreements made herein shall survive the execution and delivery of this Agreement.

(f) Expenses. The Company and each Lender shall bear their own fees and expenses incurred with respect to this Agreement, the Transaction Documents and the transactions contemplated hereby and thereby.

(g) Successors and Assigns. Subject to the restrictions on transfer described in this Agreement, the rights and obligations of the Company and the Lender shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

(h) Assignment. The rights, interests or obligations hereunder may not be assigned, by operation of law or otherwise, in whole or in part, by either party, without the prior written consent of the other party.

(i) Entire Agreement. This Agreement and the other Transaction Documents constitute and

contain the entire agreement among the Company and Lender and supersede any and all prior agreements, negotiations, correspondence, understandings and communications among the parties, whether written or oral, respecting the subject matter hereof.

(j) Notices. All notices, requests, demands, consents, instructions or other communications required or permitted hereunder shall be in writing and faxed, mailed or delivered to each party as follows: (i) if to a Lender, at VegInvest Trust, 25 Hillandale Road, Rye Brook, NY 10573, or at such other address as such Lender shall have furnished the Company in writing, or (ii) if to the Company, at 2000 Folsom Street, San Francisco, CA 94110 with a copy (which shall not constitute notice) to Amr Razzak, Skadden, Arps, Slate, Meagher & Flom LLP, 525 University Avenue, Suite 1400, Palo Alto, California, 94301, or at such other address as the Company shall have furnished to the Lender in writing. All such notices and communications will be deemed effectively given the earlier of (i) when received, (ii) when delivered personally, (iii) one (1) business day after being delivered by facsimile (with receipt of appropriate confirmation), (iv) one (1) business day after being deposited with an overnight courier service of recognized, (v) four (4) days after being deposited in the U.S. mail, first class with postage prepaid or (vi) when dispatched if by e-mail.

(k) No Finder's Fees. Each party represents that it neither is nor will be obligated for any finder's or broker's fees or commission in connection with this transaction. Lender agrees to indemnify and to hold harmless the Company from any liability for any commission or compensation in the nature of a finder's or broker's fee (and any asserted liability) for which such Lender or any of its officers, employees, or representatives is responsible. The Company agrees to indemnify and hold harmless each Lender from any liability for any commission or compensation in the nature of a finder's or broker's fee (and any asserted liability) arising out of this transaction for which the Company or any of its officers, employees or representatives is responsible.

(l) Severability of this Agreement. If any provision of this Agreement shall be judicially determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(m) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Any signature page delivered electronically (including transmission by Portable Document Format or other fixed image form) shall be binding to the same extent as an original signature page.

(n) Corporate Securities Law. THE SALE OF THE SECURITIES WHICH ARE THE SUBJECT OF THIS AGREEMENT HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF THE SECURITIES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFOR PRIOR TO THE QUALIFICATION IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPT FROM THE QUALIFICATION BY SECTION 25100, 25102 OR 25105 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON THE QUALIFICATION BEING OBTAINED UNLESS THE SALE IS SO EXEMPT.

(o) Waiver of Conflicts. Each party to this Agreement acknowledges that Skadden, Arps, Slate, Meagher & Flom LLP ("Skadden"), counsel for the Company, has or may have in the past performed and may continue to perform legal services for the Lender or affiliates in matters unrelated to the transactions described in this Agreement. Accordingly, each party to this Agreement hereby (a) acknowledges that they have had an opportunity to ask for information relevant to this disclosure; (b) acknowledges that the terms of this agreement between the Lenders and the Company are fair and

reasonable; (c) gives its informed consent to Skadden's representation of the Lender or affiliates in such unrelated matters and to Skadden's representation of the Company in connection with this Agreement and the transactions contemplated hereby; and (d) waives any potential conflict of interest arising out of such representation or such possession of confidential information by Skadden. Lender and the Company further represents that they had the opportunity to be, or has been, represented by independent counsel in giving the waivers in this section.

[Signature pages follow]

The parties have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the date and year first written above.

COMPANY: JUST, INC.

on behalf

By: _____
Name: Joshua Tetrick
Title: Chief Executive Officer

AGREED TO AND
ACCEPTED:
VegInvest Trust

By: _____
Name: _____
Title: _____
Address: _____

The parties have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the date and year first written above.

COMPANY: JUST, INC.

By: _____
Name: Joshua Tetrick
Title: Chief Executive Officer

**AGREED TO AND
ACCEPTED:
VegInvest Trust**


By: 
Name: JODY RASCH
Title: Managing Trustee
Address: 25 Hillandale Rd
Aye Brook, NY 10573

EXHIBIT A

FORM OF CONVERTIBLE PROMISSORY NOTE

NEITHER THIS CONVERTIBLE PROMISSORY NOTE NOR THE SECURITIES ISSUABLE UPON CONVERSION OF THIS NOTE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER THE SECURITIES LAWS OF APPLICABLE STATES, AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION UNDER SUCH LAWS OR AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS. THE ISSUER OF THIS NOTE AND ANY SECURITIES ISSUABLE UPON CONVERSION OF THIS NOTE MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE SECURITIES ACT AND ALL APPLICABLE STATE SECURITIES LAWS.

THIS CONVERTIBLE PROMISSORY NOTE AND THE SHARES ISSUABLE UPON CONVERSION OF THIS CONVERTIBLE PROMISSORY NOTE MAY BE SUBJECT TO A LOCK-UP PERIOD OF UP TO 180 DAYS (SUBJECT TO EXTENSION) FOLLOWING THE EFFECTIVE DATE OF A REGISTRATION STATEMENT OF THE COMPANY FILED UNDER THE SECURITIES ACT, FOR THE INITIAL PUBLIC OFFERING OF THE COMPANY'S SECURITIES AS SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE ORIGINAL HOLDER OF THESE SHARES, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE COMPANY. SUCH LOCK-UP PERIOD IS BINDING ON TRANSFEREES OF THESE SHARES

**CONVERTIBLE PROMISSORY
NOTE**

\$15,250,684.38

**July 13, 2018
San Francisco, California**

For value received and interested earned on that certain convertible promissory note by and between Just, Inc., a Delaware corporation ("Payor" or the "Company") and VegInvest Trust ("Holder") dated November 28, 2017, Payor promises to pay to Holder the principal sum of \$15,250,684.38, with interest on the outstanding principal amount at the rate of 10% compounded annually. Interest shall commence with the date hereof and shall continue on the outstanding principal until paid in full or converted. Interest shall be computed on the basis of a year of three hundred sixty (360) days for the actual number of days elapsed.

1. This note ("Note") is issued pursuant to the terms of that certain Loan and Security Agreement by and between the Company and Holder executed of even date herewith (as amended from time to time, the "Agreement"). The principal and any accrued but unpaid interest under this Note shall be due and payable on the demand of the Holder on November 28, 2020, or later date if extended by Holder in Holder's sole determination (the "Maturity Date"). On each one-year anniversary of the date of this Note, the Company shall pay accrued and unpaid interest to Holder. Provided, further, the Company shall pay accrued and unpaid interest thereon to Holder on the Maturity Date, if this Note has not been converted pursuant to Section 3 below or repaid in full, or on the Conversion Date (defined below), as the case may be. Payments tendered pursuant to this paragraph shall be tendered to: VegInvest Trust, 25 Hillandale Road, Rye Brook, NY 10573.

2. All payments of interest and principal shall be in lawful money of the United States of America. All payments shall be applied first to accrued interest, and thereafter to principal.

3. Prepayment. The Company may not prepay the balance of this Note in whole at any time or in part from time to time without the prior written consent of the Holder.

4. Conversion.

(a) If Payor issues and sells shares of its Equity Securities (as defined below) after the date hereof to investors (the "Investors") for an aggregate purchase price of at least \$60,000,000 (excluding the conversion of the Note and all other convertible promissory notes issued by the Company) on or before the Maturity Date in a bona fide equity financing (a "Qualified Financing"), then the outstanding principal of this Note (but not the interest) shall automatically convert into such Equity Securities, provided that if Holder has made a demand for payment under Section 5(b) herein the conversion shall require the consent of Holder. The Company shall pay all accrued interest on the Note at the time of conversion. The conversion into such Equity Securities shall be on the same terms and subject to the same conditions as are applicable in such Qualified Financing except at a conversion price ("Purchase Price Per Share") equal to the *lower* of (a) the lowest price per share paid by the Investors purchasing the Equity Securities in such Qualified Financing multiplied by the Discount Factor (as defined below), or (b) \$300 million divided by the Company's fully diluted capitalization (that is, total number of outstanding shares of all classes on a fully diluted basis, and taking into account the shares reserved or authorized for issuance under the Company's then existing equity incentive plans, but excluding all shares issued pursuant to notes convertible in the Qualified Financing and warrants exercisable in connection with or following the Qualified Financing) determined prior to the issuance of shares in the Qualified Financing. For purposes of this Note, the term "Equity Securities" shall mean the Payor's Preferred Stock of whatever class of Preferred Stock is issued to Investors or Common Stock of whatever class of Common Stock is issued to Investors. For purposes of this Note, the "Discount Factor" shall be (i) 0.70 if such equity financing occurs before November 1, 2018, and (ii) 0.50 if such equity financing occurs on or after November 1, 2018.

(b) In the event the Company consummates an issuance and sale of shares of its Equity Securities to Investors on or before the Maturity Date in a bona fide equity financing that is not a Qualified Financing (an "Unqualified Financing"), then the outstanding principal shall, at the option of the Holder, convert into shares of such Equity Securities on the same terms and subject to the same conditions as are applicable in such Unqualified Financing and at a conversion price equal to the lowest price per share paid by the Investors purchasing the Equity Securities in such Unqualified Financing multiplied by the Discount Factor. The Company shall pay all accrued interest on the Note at the time of conversion.

(c) In the event the Company consummates a Change of Control (as defined below) prior to the earlier of (i) the repayment of this Note or (ii) the conversion of this Note into Equity Securities in a Qualified Financing or Unqualified Financing, then the Company will give the Holder at least 10 days prior written notice of the anticipated date of consummation of such Change of Control and the outstanding principal under this Note shall, at the option of the Holder, either (x) immediately prior to the consummation of such Change of Control, convert into shares of the Company's Series E Preferred Stock (the "Series E Preferred") at a per share purchase price equal to \$300,000,000 divided by the Company's fully diluted capitalization prior to a Change of Control (including the shares reserved or authorized for issuance under the Company's then existing equity incentive plans, but excluding all shares issued pursuant to notes convertible in a Change of Control and warrants exercisable in connection with a Change of Control, or (y) be repaid upon the consummation of such Change of Control with an additional

payment to the Holder equal to one times (1x) the then outstanding principal amount of the Note (for purposes of clarification, each such Holder would receive in such event a total payment equal to two times (2x) the total principal amount) if such Change of Control occurs on or before November 28, 2019 or equal to two times (2x) the then outstanding principal amount of the Note (for purposes of clarification, each such Holder would receive in such event a total payment equal to three times (3x) the total principal amount then outstanding) if such Change of Control occurs after November 28, 2019, and in each case such payment to be made in preference to any payment in respect of any equity security. The Company shall pay all accrued interest on the Note at the time of conversion. A "Change of Control" shall mean a transaction or series of related transactions deemed to be a Liquidation Transaction, as defined in the Company's certificate of incorporation as in effect from time to time; provided, however, that a sale of substantially all of the assets of the Company without a corresponding assumption of substantially all of the liabilities of the Company shall not be deemed to be a Change of Control for purposes of this Note until provision has been made for the satisfaction of such liabilities as required by applicable law. If the consideration paid to the Company and/or its stockholders in connection with such Change of Control consists of equity securities of the acquirer then such equity securities may be used to pay the Note when due, with such equity securities being valued at the time of such distribution to the stockholders of the Company in accordance with the Company's certificate of incorporation; provided, however, all accrued interest shall be paid in cash.

(d) If the Company consummates an Initial Public Offering (defined below) prior to the earlier of (i) the repayment of the Note and (ii) the conversion of the Note into Equity Securities as contemplated hereby, then the outstanding principal under the Note shall automatically convert into shares of the Company's Common Stock at a per share purchase price equal to the Target Valuation divided by the Company's fully diluted capitalization prior to an Initial Public Offering (including the shares reserved or authorized for issuance under the Company's then existing equity incentive plans, but excluding all shares issued pursuant to notes convertible in an Initial Public Offering, and warrants exercisable in connection with an Initial Public Offering). The Company shall pay all accrued interest on the Note at that time as well. "Initial Public Offering" means the closing of the Company's first firm commitment underwritten initial public offering of the Company's Common Stock pursuant to a registration statement filed under the Securities Act.

(e) No fractional shares of the Company's capital stock will be issued upon conversion of this Note. In lieu of any fractional share to which the Holder would otherwise be entitled, the Company will pay to the Holder in cash the amount of the unconverted principal of this Note that would otherwise be converted into such fractional share. Upon conversion of this Note pursuant to Section 3, the Holder shall surrender this Note, duly endorsed, and the Investment Representation Letter (as defined in Section 8) at the time of conversion at the principal offices of the Company or any transfer agent of the Company. At its expense, the Company will, as soon as practicable thereafter, issue and deliver to such Holder, at such principal office, a notice of issuance or certificate(s) for the number of shares to which such Holder is entitled upon such conversion, together with any other securities and property to which the Holder is entitled upon such conversion under the terms of this Note, including a check payable to the Holder for any cash amounts payable as described herein. Upon conversion of this Note, the Company will be forever released from all of its obligations and liabilities under this Note with regard to that portion of the principal amount and accrued interest being converted including without limitation the obligation to pay such portion of the principal amount and accrued interest.

(f) The Equity Securities or the Company's Common Stock issued upon conversion of this Note shall, upon issuance hereunder, be validly issued, fully paid and non-assessable, and shall rank pari passu in all respects with the then-existing shares of such series of Equity Securities or the Company's Common Stock respectively.

(g) Upon conversion of this Note, the Holder agrees to execute such agreements: (i) in a Qualified Financing or Unqualified Financing, as other investors in the applicable series of Equity Securities in such Qualified Financing or Unqualified Financing; (ii) in a Change of Control, as other holders of the Series E Preferred; and (iii) in an Initial Public Offering, as other holders of the Company's Common Stock.

5. Events of Default; Remedies.

(a) Events of Default. The occurrence of one or more of the following events (each, an "Event of Default") shall constitute an Event of Default hereunder:

(i) If the Company fails to pay to Holder when due all sums due and payable to Holder by the Company under and by reason of the Note (after the expiration of applicable grace or cure periods, if any);

(ii) If the Company fails to perform or comply with any of the terms of the Note and the Loan and Security Agreement executed simultaneously herewith (collectively, the "Loan Documents"), and such failure continues uncured for thirty (30) days after written notice of such failure;

(iii) If any representation, warranty, certification or statement contained herein or heretofore or hereafter furnished with respect to any of the Loan Documents or contained in any financial statement submitted by or on behalf of the Company proves to have been false or misleading in any material respect at the time as of which the facts therein set forth were stated or certified or omits any liability or claim against the Company;

(iv) If a default under (after the expiration of applicable grace or cure periods, if any) or an Event of Default, as defined in, any of the Loan Documents occurs;

(v) The filing of a petition by one or more creditors of the Company seeking: (1) the entry of a decree or order for relief by a court having jurisdiction against or with respect to the Company in an involuntary case under the federal bankruptcy laws or any state insolvency or similar laws, or (2) a reorganization of the Company or the Company's business and affairs, or (3) the appointment of a receiver, liquidator, assignee, custodian, trustee, or similar official for the Company or any of the Company's property; unless the Company obtains an unconditional dismissal of any such petition within sixty (60) days from the date such petition was filed;

(vi) The commencement by the Company of a voluntary case under the federal bankruptcy laws or any state insolvency or similar laws or the consent by the Company to the appointment or taking possession by a receiver, liquidator, assignee, trustee, custodian or similar official for the Company or the Company's property, or the making by the Company of an assignment for the benefit of creditors, or the failure by the Company generally to pay its debts as they become due; or

(vii) A default (after the expiration of applicable grace or cure periods, if any) by the Company or any affiliate of the Company under any obligation owed to Holder regardless of when created, or whether direct, indirect, primary, secondary, contingent, secured or unsecured.

(b) Remedies.

(i) Upon the occurrence and during the continuance of an Event of Default,

where the Company does not cure or is unable to cure the Event of Default after written notice, Holder may, without prejudice to the rights of Holder to enforce its claims against the Company, declare all principal, unpaid interest, and unpaid amounts outstanding immediately due and payable, in which case all principal, unpaid interest, and unpaid amounts outstanding shall automatically become immediately due and payable) without presentment, demand, protest, notice of acceleration or any other action or obligation of Holder.

(ii) Upon the occurrence and during the continuance of an Event of Default, where the Company does not cure or is unable to cure the Event of Default after written notice, Holder shall have all rights and remedies with respect to the principal, unpaid interest, and unpaid amounts outstanding and the Collateral under applicable law and the Loan Documents.

(iii) Each right, power and remedy of Holder as provided for in any of the Loan Documents or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in the Loan Documents or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Holder of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by Holder of any or all such other rights, powers or remedies.

(iv) The Company shall pay to Holder on demand all costs and expenses (including, without limitation, attorneys' fees and expenses and all court costs) incurred by or on behalf of Holder in endeavoring to collect or enforce the collection of the principal, unpaid interest, and unpaid amounts outstanding.

6. This Note shall be governed by and construed under the laws of the State of Delaware, without giving effect to conflicts of laws principles.

7. This Note may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Any signature page delivered electronically (including transmission by Portable Document Format or other fixed image form) shall be binding to the same extent as an original signature page.

8. The Holder acknowledges and agrees that conversion of this Note requires Holder to deliver to the Company, at the time of conversion, an investment representation letter in the form of Exhibit I hereto (the "Investment Representation Letter").

9. The Holder acknowledges and agrees that Holder shall not have or exercise any rights by virtue hereof as a stockholder of the Company, unless and until (and only to the extent that) this Note is actually converted to Equity Securities or the Company's Common Stock in accordance with its terms. In the absence of such conversion of this Note, no provisions of this Note, and no enumeration herein of the rights or privileges of Holder, shall cause Holder to be a stockholder of the Company for any purpose.

10. This Note and any Equity Securities issued upon the conversion hereof may not be transferred or assigned by Holder without the prior written consent of the Company and Holder. If such consent is agreed upon by Holder and the Company, subject to the restrictions on transfer set forth in the Agreement, this Note may be transferred only upon its surrender to the Company for registration of transfer, duly endorsed, or accompanied by a duly executed written instrument of transfer. Thereupon, this Note shall be reissued to, and registered in the name of, the transferee, or a new Note for like

principal amount and interest shall be issued to, and registered in the name of, the transferee. Interest and principal shall be paid solely to the registered holder of this Note. Such payment shall constitute full discharge of the Company's obligation to pay such interest and principal. Any purported transfer or assignment in violation hereof shall be void and of no force or effect.

11. Subject to the requirements of Section 5(b), the Holder of this Note may proceed to protect and enforce the rights of such Holder by an action at law, suit in equity or other appropriate proceeding, whether for the specific performance of any agreement contained herein, or for an injunction against a violation of any of the terms hereof or thereof, or in aid of the exercise of any power granted hereby or thereby or by law or otherwise.

12. No course of dealing and no delay on the part of the Holder of this Note in exercising any right, power or remedy shall operate as a waiver thereof or otherwise prejudice such Holder's rights, powers or remedies. No right, power or remedy conferred by this Note upon the Holder hereof shall be exclusive of any other right, power or remedy referred to herein or now or hereafter available at law, in equity, by statute or otherwise. The Payor will pay to the Holder of this Note on demand such further amount as shall be sufficient to cover all costs and expenses of such Holder incurred in any enforcement or collection of this Note, including, without limitation, attorneys' fees, expenses and disbursements.

13. This Note is secured by certain assets of the Company pursuant to a Security Agreement between Holder and the Company of even date herewith.

[Signature page follows]

The Company has executed this Amended and Restated Convertible Promissory Note as of the date first written above.

**THE
COMPANY:
JUST, INC.**

By: _____
Name: Joshua Tetrick
Title: Chief Executive Officer

**AGREED TO AND
ACCEPTED: THE HOLDER:
VegInvest Trust**

By: _____
Name: _____
Title: _____

Address: _____

[Signature Page to Just, Inc. –Convertible Promissory Note]

EXHIBIT I

Investment Representation Letter

In connection with the conversion of the attached Convertible Promissory Note, the undersigned hereby represents and warrants to Just, Inc., a Delaware corporation (the "Company"), as follows:

1. The undersigned is an "accredited investor" as such term is defined under the Securities Act of 1933, as amended and the rules and regulations promulgated thereunder (the "Act"), it is acquiring the securities into which the attached Convertible Promissory Note is convertible for its own account, not as a nominee or agent, with the present intention of holding such securities for purposes of investment, and not with the view to, or for resale in connection with, any distribution thereof, and it has no intention of selling such securities in a public distribution in violation of the federal securities laws or any applicable state securities laws. The undersigned does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participation to any third person with respect to any of the securities into which the attached Convertible Promissory Note is convertible.
2. The undersigned is experienced in evaluating and investing in private placement transactions of securities of private companies such as the Company, and has either individually or through its current officers such knowledge and experience in financial and business matters that the undersigned is capable of evaluating the merits and risks of the undersigned's prospective investment in the Company, and has the ability to bear the economic risks of the investment.
3. The undersigned acknowledges that the securities into which the attached Convertible Promissory Note is convertible must be held indefinitely unless subsequently registered under the Act or an exemption from such registration is available. The undersigned represents that it is aware of the provisions of Rule 144 promulgated under the Act which permit limited resale of securities purchased in a private placement subject to the satisfaction of certain conditions; among the conditions for use of Rule 144 may be the availability of current information to the public about the Company; such information is not now available and the Company has no present plans to make such information available. The undersigned understands that no public market now exists for any of the securities issued by the Company, and that it is unlikely that a public market will ever exist for the securities into which the attached Convertible Promissory Note is convertible.

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE 1 DEFINITIONS

“Collateral” means Receivables, Equipment, chattel paper, documents, general intangibles, goods, instruments, intellectual property including, but not limited to, those patents, trademarks, patent applications, and trademark applications listed in Schedule 2, letter of credit rights, money, accounts, deposit accounts, commercial tort claims, supporting obligations, property, Inventory and investment property, fixtures, contracts, contract rights, books and records related to the foregoing, wherever located, whether now owned or hereafter acquired, and all additions and accessions thereto and substitutions and replacements therefor and improvements thereon, and all proceeds (whether in the form of cash or other property) and products thereof including, without limitation, all proceeds of insurance covering the same and all tort claims in connection therewith, and all other collateral specified in this Agreement and in the security documents.

“Equipment” means all machinery, equipment, furniture, fixtures, leasehold improvements, conveyors, tools, materials, storage and handling equipment, hydraulic presses, cutting equipment, computer equipment and hardware, including central processing units, terminals, drives, memory units, embedded computer programs and supporting information, printers, keyboards, screens, peripherals and input or output devices, molds, dies, stamps, and other equipment of every kind and nature and wherever situated now or hereafter owned by Company or in which Company may have any interest as lessee or otherwise (to the extent of such interest) excluding the purchase of any new Equipment for the purpose of expansion of the Company production lines and pilot plans up to \$5,000,000, together with all additions and accessions thereto, all replacements and all accessories and parts therefor, all manuals, blueprints, know how, warranties and records in connection therewith and all rights against suppliers, warrantors, manufacturers, and sellers or others in connection therewith, together with all substitutes for any of the foregoing.

“Inventory” means all present and future goods intended for sale, lease or other disposition including, without limitation, all raw materials, work in process, finished goods and other retail inventory, goods in the possession of outside processors or other third parties, embedded computer programs and supporting information, consigned goods (to the extent of the consignee’s interest therein), materials and supplies of any kind, nature or description which are or might be used in connection with the manufacture, packing, shipping, advertising, selling or finishing of any such goods, all documents of title or documents representing the same and all records, files and writings with respect thereto.

“Lien” means any lien, claim, charge, pledge, security interest, assignment, hypothecation, deed of trust, mortgage, lease, conditional sale, retention of title or other preferential arrangement having substantially the same economic effect as any of the foregoing, whether voluntary or imposed by law.

“Obligations” means and includes all loans (including the Loan), advances, debts, liabilities, obligations, covenants and duties owing by the Company to Lender of any kind or nature, present or future, evidenced by this Agreement, the Note, or any other agreement executed in connection herewith or therewith. The term includes, without limitation, charges, expenses, commitment, facility, closing and collateral management fees, attorneys’ fees, and any other sum properly chargeable to the Company under this Agreement, the Note, or any other agreement executed in connection herewith or therewith.

“Operating Profitability” means the net income of the Company taking into account all cost of goods sold, operating expenses, depreciation and amortization, etc. computed in accordance with GAAP.

“Receivables” means all present and future accounts, contracts, contract rights, promissory notes, chattel paper, documents, tax refunds, rights to receive tax refunds, bonds, certificates, insurance policies (including, without limitation, claims under health care insurance policies), insurance proceeds, patents, patent applications, copyrights (registered and unregistered), royalties, licenses, license rights, permits, franchise rights, authorizations, customer and supplier lists, rights of indemnification, contribution and subrogation, leases, computer tapes, programs, discs and software, trade secrets, computer service contracts, trademarks, trade names, service marks, service names, domain names, logos, goodwill, deposits, causes of action (including, without limitation, commercial tort claims), choses in action, judgments, designs, blueprints, plans, know how, all other general intangibles, claims against third parties of every kind or nature, drafts, acceptances, letters of credit, rights to receive payments under letters of credit, book accounts, deposit and other accounts and all money, balances, credits, deposits or other financial assets therein or represented thereby, credits and reserves and all forms of obligations whatsoever owing, instruments, documents of title, leasehold rights in any goods, and books, ledgers, files and records with respect to any collateral or security, together with all supporting obligations and all right, title, security and guaranties with respect to any of the foregoing, including any right of stoppage in transit.

“Permitted Liens” means such of the following as to which no enforcement, collection, execution, levy or foreclosure proceeding shall have been commenced and be continuing (unless such enforcement, collection, levy or foreclosure is being contested by the Company in good faith by appropriate proceedings diligently conducted and for which adequate reserves are being maintained in accordance with GAAP): (a) Liens for taxes, assessments and other governmental charges or levies or the claims or demands of landlords, carriers, warehousemen, mechanics, laborers, materialmen and other like Persons arising by operation of law in the ordinary course of business for sums which are not yet due and payable, (b) deposits or pledges (other than Liens on Receivables of the Company) to secure the payment of worker’s compensation, unemployment insurance or other social security benefits or obligations, public or statutory obligations, surety or appeal bonds, bid or performance bonds, or other obligations of a like nature incurred in the ordinary course of business, (c) zoning restrictions, easements, encroachments, licenses, restrictions or covenants on the use of any Property which do not materially impair either the use of such Property in the operation of the business of the Company or the value of such Property, (d) inchoate Liens arising under ERISA to secure current service pension liabilities as they are incurred under the provisions of employee benefit plans from time to time in effect, and (e) rights of general application reserved to or vested in any Governmental Authority to control or regulate any Property, or to use any Property in a manner which does not materially impair the use of such property for the purposes for which it is held by the Company; provided that, the foregoing Liens under clauses (a) through (e) hereof do not secure liabilities in excess of \$50,000 in the aggregate at any time, and; provided, further that Permitted Liens shall not include any Lien securing Indebtedness.

SCHEDULE 2

PATENT AND TRADEMARK LIST

See attached Schedule 2 for Patents, Trademarks and Applications

HC-101 Family - Gen 1: Emulsifier

#	HC Ref. No.	Title	Country	Application (Publication) Nos.	Filing Date	Publication Date	Status	Claimed Subject Matter	Notes	Patent No.
1	HC-101 P1	Plant-Based Egg Substitute and Method of Manufacture	US	61/894,928	11-Nov-11		Expired (Converted)		Provisional application	
2	HC-101 P2	Plant-Based Egg Substitute and Method of Manufacture	US	61/892,142	6-Apr-12		Expired (Converted)		Provisional application	
3	HC-101 PCT	Plant-Based Egg Substitute and Method of Manufacture	Int.	PCT/US2012/063437 (WO/2013/097553)	11-Nov-12	10-Apr-13	Expired (Converted)		International application	
4	HC-101 US	Plant-Based Egg Substitute and Method of Manufacture	US	14/356,138 (US 2014-0356507 A1)	2-May-14	4-Dec-14	Pending	Pea protein modified starch-based emulsifier		
5	HC-101 CA	Plant-Based Egg Substitute and Method of Manufacture	Canada	2,873,413	2-May-14		Pending	Emulsifier + Baking Ingredient		
6	HC-101 EP	Plant-Based Egg Substitute and Method of Manufacture	Europe	12 845681.1	13-May-14	10-Sep-14	Pending	Pea protein modified starch-based emulsifier		
7	HC-101 AU	Plant-Based Egg Substitute and Method of Manufacture	Australia	2012332180	19-May-14	12-Jun-14	Issued	Pea protein modified starch-based emulsifier	Issued 02-15-17	AU Patent No. 2012588138
8	HC-101 CN	Plant-Based Egg Substitute and Method of Manufacture	China	2012 800658335 (CN 104293900 A)		10-Dec-14	Issued	Pea protein modified starch-based emulsifier	Issued 12-07-17	CN Patent No. 2012 8 00658335
9	HC-101 HK	Plant-Based Egg Substitute and Method of Manufacture	Hong Kong	15102776.9		10-Dec-14	Issued	Pea protein modified starch-based emulsifier	Issued 08-15-18	HK Patent No. 15102776
10	HC-101 MO	Plant-Based Egg Substitute and Method of Manufacture	Macau	J002911		10-Dec-14	Issued	Pea protein modified starch-based emulsifier	Issued 04-05-18	Macau Patent No. 002911

HC-102 Family - Gen 1: Baking Ingredient (claims priority to HC-101 Family)

#	HC Ref. No.	Title	Country	Application (Publication) Nos.	Filing Date	Publication Date	Status	Claimed Subject Matter	Notes	Patent No.
1	HC-102 US	Plant-Based Egg Substitute and Method of Manufacture	US	15/339,767 (US 2017-0042204 A1)	31-Oct-16		Pending	Baking blend (sorghum)		
2	HC-102 AU	Plant-Based Egg Substitute and Method of Manufacture	Australia	2017200379	19-Jan-17		Pending	Baking blend (sorghum)	Notice of Allowance issued 02-15-18	
3	HC-102/HC-101 CN-DIV	Plant-Based Egg Substitute and Method of Manufacture	China	CN 2017102985586	28-Apr-17		Pending	Baking blend (sorghum)		
4	HC-102 CA/HC-101 CA-DIV	Plant-Based Egg Substitute and Method of Manufacture	Canada	TBF	TBF			Baking blend (sorghum)		
5	HC-102 EP/HC-101 EP-DIV	Plant-Based Egg Substitute and Method of Manufacture	Europe	TBF	TBF			Baking blend (sorghum)		
6	HC-102/HC-101 HK-DIV	Plant-Based Egg Substitute and Method of Manufacture	Hong Kong	TBF	TBF			Baking blend (sorghum)		

HC-110 Family - Machine Learning Systems and Methods

#	HC Ref. No.	Title	Country	Application (Publication) Nos.	Filing Date	Publication Date	Status	Claimed Subject Matter	Notes	Patent No.
1	HC-110 P1	Machine Learning Networks for Food Application	US	62/035,134	26-Sep-15		Expired (Converted)		Provisional application	
2	HC-110 P2	Discovery Systems for Identifying Entities That Have a Target Property	US	62/041,787	29-Sep-16		Expired (Converted)		Provisional application	
3	HC-110 PCT	Discovery Systems for Identifying Entities That Have a Target Property	Int.	PCT/US16/30777	29-Sep-16		Expired (Converted)		International application	
4	HC-110 US	Discovery Systems for Identifying Entities That Have a Target Property	US	15/282,052 (US 2017-0091637 A1)	30-Sep-16	30-Mar-17	Issued	Machine learning-enabled Discovery System		US Patent No. 9,785,858
5	HC-110 US CI	Discovery Systems for Identifying Entities That Have a Target Property	US	15/665,082 (US 2017-0330097 A1)	31-Jul-17	16-Nov-17	Pending	Machine learning-enabled Discovery System		
6	HC-110 CN	Discovery Systems for Identifying Entities That Have a Target Property	China	201680067948.6			Pending	Machine learning-enabled Discovery System		
7	HC-110 EP	Discovery Systems for Identifying Entities That Have a Target Property	Europe	EP 16 852 712.5	26-Apr-18		Pending	Machine learning-enabled Discovery System		
8	HC-110 SG	Discovery Systems for Identifying Entities That Have a Target Property	Singapore	11201802582X	28-Mar-18		Pending	Machine learning-enabled Discovery System		

HC-200 Family - Mung Bean Protein Isolates, method of manufacture, and food compositions made therefrom (eg. Scramble)

#	HC Ref. No.	Title	Country	Application (Publication) Nos.	Filing Date	Publication Date	Status	Claimed Subject Matter	Notes	Patent No.
1	HC-200 P1	Mung Bean Protein Isolates, Methods and Compositions	US	62/297,788	19-Feb-16		Expired (Converted)		Provisional application	
2	HC-200 P2	Mung Bean Protein Isolates	US	62/653,182	12-Dec-16		Expired (Converted)		Provisional application	
3	HC-200 US	Functional Mung Bean-Derived Compositions	US	15/436,711 (US 2017-0238590 A1)	17-Feb-17	24-Aug-17	Pending	Mung Bean protein isolate, methods for producing isolate, methods for producing scramble, liquid and baked scramble		
4	HC-200 PCT	Functional Mung Bean-Derived Compositions	PCT	PCT/US2017/018519 (WO/2017/143298)	17-Feb-17	24-Aug-17	Pending	Mung Bean protein isolate, methods for producing isolate, methods for producing scramble, liquid and baked scramble	International application (National stage filings due by 08/17/18)	

HC-200 Family - Adzuki Bean Protein Isolates, method of manufacture, and food compositions made therefrom (eg. Scramble)

#	HC Ref. No.	Title	Country	Application (Publication) Nos.	Filing Date	Publication Date	Status	Claimed Subject Matter	Notes	Patent No.
1	HC-300 P1B	Adzuki Bean Protein Isolates	US	626440723	20-Dec-16		Expired (Converted)		Provisional application	
2	HC-300 US	Functional Adzuki Bean-Derived Compositions	US	15/436,724 (US 2017-0265505 A1)	17-Feb-17	21-Sep-17	Pending	Adzuki Bean protein isolate, methods for producing isolate, methods for producing scramble		
3	HC-300 PCT	Functional Adzuki Bean-Derived Compositions	PCT	PCT/US2017/018523 (WO/2017/143301)	17-Feb-17	24-Aug-17	Pending	Adzuki Bean protein isolate, methods for producing isolate, methods for producing scramble	International application (National stage filings due by 08/17/18)	

HC-300 Family - "Sasquatch" Protein Isolates, method of manufacture, and food compositions made therefrom.

#	HC Ref. No.	Title	Country	Application (Publication) Nos.	Filing Date	Publication Date	Status	Claimed Subject Matter	Notes
1	HC-300 P1	[SASQUATCH]	US	626440850	20-Dec-16		Expired (Not Converted)		Abandoned as trade secret; pending further development

HC-309 Family - "Jing" Protein Isolates, method of manufacture, and food compositions made therefrom.

#	HC Ref. No.	Title	Country	Application (Publication) Nos.	Filing Date	Publication Date	Status	Claimed Subject Matter	Notes
1	HC-309 P1	[JING]	US	626080794	20-Dec-16		Expired (Not Converted)		Abandoned as trade secret; pending further development

HC-600 Family - High-Throughput Foam Analyzer Systems and Methods

#	HC Ref. No.	Title	Country	Application (Publication) Nos.	Filing Date	Publication Date	Status	Claimed Subject Matter	Notes
1	HC-600 P1	Systems and Methods for High Throughput Foam Analysis of Compositions		62/560,096	18-Sep-17		Pending; Non-provisional filing due 18-Sep-18	Multiplex foam analyzer, methods for HTP foam analysis	Non-provisional application to be filed by 09-18-18

HC-709 Family - Clean Meat

#	HC Ref. No.	Title	Country	Application (Publication) Nos.	Filing Date	Publication Date	Status	Claimed Subject Matter	Notes
1	HC-709 P1	<i>In vitro</i> Food Products	US	62/966,979	7-Mar-17		Expired (Not Converted)		Abandoned as trade secret; pending further development

HC-800 Family - Power Porridge (Liberal)

#	HC Ref. No.	Title	Country	Application (Publication) Nos.	Filing Date	Publication Date	Status	Claimed Subject Matter	Notes
1	HC-800 P1	Power Porridge	US	62/986,899	18-Apr-17		Expired (Converted)		Provisional application
2	HC-800 PCT	Power Porridge	PCT	PCT/US2018/028198	18-Apr-18		Pending	Micronutrient-enriched porridges using locally sourced ingredients	International application (National stage filings due by 10/18/19)

HC-900 Family - Particle selection/extraction algorithm

#	HC Ref. No.	Title	Country	Application (Publication) Nos.	Filing Date	Publication Date	Status	Claimed Subject Matter	Notes
1	HC-900 P1	Systems and Methods for Analysis of Circular Structures		TBD			TBD	Computer implemented methods for assessing behavior of circular structures (eg foams) over time	In preparation

CLEAN MEAT PATENTS (acquired on August 24, 2017)

#	HC Ref. No.	Title	Country	Application (Publication) Nos.	Patent No.	Issued on	Expires on	Note	Exemplary Claim
1	HC-Van Eelen US	Industrial Production of Meat Using Cell Culture Methods	US	11/124,372	7,270,829	9/18/07	9/18/19		1. A meat product produced by the process comprising: culturing <i>in vitro</i> non-human animal cells selected from the group consisting of muscle cells, somite cells and stem cells, in a medium free of hazardous substances for humans, thereby producing a three dimensional animal muscle tissue, processing the three dimensional animal muscle tissue to provide a finished meat product wherein deboning, removal of offal and/or tendon and/or gristle and/or fat is not required, said finished meat product comprises solidified muscle cell tissue as the protein source, wherein the finished meat product is suitable for at least one of human and animal consumption, and wherein the finished meat product is in a form selected from the group consisting of sausage, spread, cooked puree, pureed baby food, biscuit, dried granules, tablet, capsule, powder, pickled meat product, smoked meat product, dried meat product and cooked meat product.


#	HC Ref. No.	Title	Country	Application (Publication) Nos.	Patent No.	Issued on	Expires on	Note	Exemplary Claim
2	HC-Vein US	Method for Producing Tissue Engineered Meat for Consumption	US	09/991,544	6,835,390	12/28/04	8/11/22		1. A method of providing nutrition to a subject comprising providing the subject with a non-human meat product produced by the following steps: culturing non-human muscle cells <i>ex vivo</i> ; seeding the non-human muscle cells onto a support structure; and growing the non-human muscle cells to produce said non-human meat product, wherein said non-human meat product is suitable for consumption, and wherein said subject consumes said non-human meat product to obtain nutrition therefrom.




3	HC-Vein AT	Tissue Engineered Meat for Consumption and a Method for Producing Tissue Engineered Meat for Consumption	Austria	4788826.8	1789063	12/14/11	9/17/24		14. A non-human meat product for consumption comprising non-human muscle cells and one or more non-human cells selected from the group consisting of adipocytes and cartilage cells grown <i>ex vivo</i> .
4	HC-Vein BE	Tissue Engineered Meat for Consumption and a Method for Producing Tissue Engineered Meat for Consumption	Belgium	4788826.8	1789063	12/14/11	9/17/24		14. A non-human meat product for consumption comprising non-human muscle cells and one or more non-human cells selected from the group consisting of adipocytes and cartilage cells grown <i>ex vivo</i> .

5	HC-Vein DK	Tissue Engineered Meat for Consumption and a Method for Producing Tissue Engineered Meat for Consumption	Denmark	4788826.8	1789063	12/14/11	9/17/24	14. A non-human meat product for consumption comprising non-human muscle cells and one or more non-human cells selected from the group consisting of adipocytes and cartilage cells grown ex vivo.
6	HC-Vein FR	Tissue Engineered Meat for Consumption and a Method for Producing Tissue Engineered Meat for Consumption	France	4788826.8	1789063	12/14/11	9/17/24	14. A non-human meat product for consumption comprising non-human muscle cells and one or more non-human cells selected from the group consisting of adipocytes and cartilage cells grown ex vivo.
7	HC-Vein DE	Tissue Engineered Meat for Consumption and a Method for Producing Tissue Engineered Meat for Consumption	Germany	4788826.8	1789063	12/14/11	9/17/24	14. A non-human meat product for consumption comprising non-human muscle cells and one or more non-human cells selected from the group consisting of adipocytes and cartilage cells grown ex vivo.
8	HC-Vein GB	Tissue Engineered Meat for Consumption and a Method for Producing Tissue Engineered Meat for Consumption	Great Britain	4788826.8	1789063	12/14/11	9/17/24	14. A non-human meat product for consumption comprising non-human muscle cells and one or more non-human cells selected from the group consisting of adipocytes and cartilage cells grown ex vivo.
9	HC-Vein IT	Tissue Engineered Meat for Consumption and a Method for Producing Tissue Engineered Meat for Consumption	Italy	4788826.8	1789063	12/14/11	9/17/24	14. A non-human meat product for consumption comprising non-human muscle cells and one or more non-human cells selected from the group consisting of adipocytes and cartilage cells grown ex vivo.
10	HC-Vein NL	Tissue Engineered Meat for Consumption and a Method for Producing Tissue Engineered Meat for Consumption	Netherlands	4788826.8	1789063	12/14/11	9/17/24	14. A non-human meat product for consumption comprising non-human muscle cells and one or more non-human cells selected from the group consisting of adipocytes and cartilage cells grown ex vivo.
11	HC-Vein PL	Tissue Engineered Meat for Consumption and a Method for Producing Tissue Engineered Meat for Consumption	Poland	4788826.8	1789063	12/14/11	9/17/24	14. A non-human meat product for consumption comprising non-human muscle cells and one or more non-human cells selected from the group consisting of adipocytes and cartilage cells grown ex vivo.
12	HC-Vein ES	Tissue Engineered Meat for Consumption and a Method for Producing Tissue Engineered Meat for Consumption	Spain	4788826.8	1789063	12/14/11	9/17/24	14. A non-human meat product for consumption comprising non-human muscle cells and one or more non-human cells selected from the group consisting of adipocytes and cartilage cells grown ex vivo.
13	HC-Vein SE	Tissue Engineered Meat for Consumption and a Method for Producing Tissue Engineered Meat for Consumption	Sweden	4788826.8	1789063	12/14/11	9/17/24	14. A non-human meat product for consumption comprising non-human muscle cells and one or more non-human cells selected from the group consisting of adipocytes and cartilage cells grown ex vivo.
14	HC-Vein CH	Tissue Engineered Meat for Consumption and a Method for Producing Tissue Engineered Meat for Consumption	Switzerland	4788826.8	1789063	12/14/11	9/17/24	14. A non-human meat product for consumption comprising non-human muscle cells and one or more non-human cells selected from the group consisting of adipocytes and cartilage cells grown ex vivo.
15	HC-Vein TR	Tissue Engineered Meat for Consumption and a Method for Producing Tissue Engineered Meat for Consumption	Turkey	4788826.8	1789063	12/14/11	9/17/24	14. A non-human meat product for consumption comprising non-human muscle cells and one or more non-human cells selected from the group consisting of adipocytes and cartilage cells grown ex vivo.
16	HC-Vein KR	Tissue Engineered Meat for Consumption and a Method for Producing Tissue Engineered Meat for Consumption	Korea	10-2007-7008654	10-1140490	4/19/12	9/17/24	1. A non-human meat product for consumption which is produced by a method comprising steps of: co-culturing non-human muscle cells, and one or more non-human cells selected from the group consisting of fat cells, cartilage cells, and bone cells ex vivo; seeding the co-cultured cells on a two-dimensional or three-dimensional support structure; and growing the cells seeded on the support structure to produce a non-human meat product.
17	HC-Vein ID	Tissue Engineered Meat for Consumption and a Method for Producing Tissue Engineered Meat for Consumption	Indonesia	W-00200700877	P0030301	3/5/12	9/17/24	1. A meat product derived not from humans for consumption is produced through a process that includes measures: Culturing together muscle cells originating not from humans and one or more non-human derived cells selected from the group consisting of fat, cartilage, and ex vivo bone; Fostering the culture cells together into a two or three dimensional supporting structure, in which the support structure optionally contains cartilage derived from chondrocytes; And grow the seed cells in supporting structures to produce non-human derived meat products.
18	HC-Vein PH	Tissue Engineered Meat for Consumption and a Method for Producing Tissue Engineered Meat for Consumption	Philippines	1-2007-500582	1-2007-500582	8/17/12	9/17/24	1. A non-human meat product for consumption produced by a process comprising the steps: co-culturing non-human muscle cells and one or more non-human cells selected from the group consisting of fat, cartilage, and bone ex vivo, seeding the co-cultured cells onto a two- or three-dimensional support structure, wherein the support structure optionally comprises cartilage derived from chondrocytes; and growing the seeded cells on the support structure to produce a non-human meat a product.
19	HC-Vein IL	Tissue Engineered Meat for Consumption and a Method for Producing Tissue Engineered Meat for Consumption	Israel	181859	181859	7/1/11	9/17/24	1. A non-human meat product for consumption comprising non-human muscle cells and one or more non-human cells selected from the group consisting of fat, cartilage, and bone grown ex vivo.
20	HC-Vein MX	Tissue Engineered Meat for Consumption and a Method for Producing Tissue Engineered Meat for Consumption	Mexico	MX/a/2007/003279	299581	5/28/12	9/17/24	14. A non-human meat product for consumption comprising non-human muscle cells and one or more non-human cells selected from the group consisting of adipocytes and cartilage cells grown ex vivo.
21	HC-Vein NZ	Tissue Engineered Meat for Consumption and a Method for Producing Tissue Engineered Meat for Consumption	New Zealand	554226	554226	2/9/11	9/17/24	1. A non-human meat product for consumption comprising non-human muscle cells that have been co-cultured with one or more non-human cells selected from the group consisting of adipocytes, cartilage, and bone cells -grown ex vivo.
22	HC-Vein ZA	Tissue Engineered Meat for Consumption and a Method for Producing Tissue Engineered Meat for Consumption	South Africa	2007/02215	2007/02215	8/27/08	9/17/24	1. A non-human meat product for consumption comprising non-human muscle cells and one or more non-human cells selected from the group consisting of fat, cartilage, and bone grown ex vivo.
23	HC-Vein RU	Tissue Engineered Meat for Consumption and a Method for Producing Tissue Engineered Meat for Consumption	Russia	200700660	18218	6/28/13	9/17/24	1. An in vitro method of producing a non-human meat product for consumption comprising the steps: co-culturing non-human muscle cells and non-human adipocytes cells ex vivo; then seeding the non-human muscle cells and non-human adipocytes cells to a support structure; and growing the non-human muscle cells and non-human adipocytes cells to produce a non-human meat product.

1	HC-Vein BR	Tissue Engineered Meat for Consumption and a Method for Producing Tissue Engineered Meat for Consumption	Brazil	PI0419055-6	pending				14. A non-human meat product for consumption comprising non-human muscle cells and one or more non-human cells selected from the group consisting of adipocytes and cartilage cells grown ex vivo.
2	HC-Vein AE	Tissue Engineered Meat for Consumption and a Method for Producing Tissue Engineered Meat for Consumption	United Arab Emirates	P232/07	pending				14. A non-human meat product for consumption comprising non-human muscle cells and one or more non-human cells selected from the group consisting of adipocytes and cartilage cells grown ex vivo.

Trademark Docket

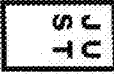

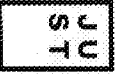
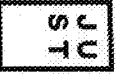
Mark	Serial No.	Int'l Class/Desc. of Goods	Filing Date	Status
	US 85628703	IC – 029 Vegetable-based egg substitute	5/17/2012	Registered US 4,777,500 July 21, 2015
	US 85870959	[DESIGN] IC – 029 Egg substitute	3/8/2013	Granted US 4,769,129 July 7, 2015
	Australia 1177161	[DESIGN] IC – 029 Egg substitute	8/30/2013	Granted 1584980 Jan. 17, 2014
	Japan 1177161	[DESIGN] IC – 029 Egg substitute	8/30/2013	Granted 2013-360662 Aug. 22, 2014
	Mexico 1177161	[DESIGN] IC – 029 Egg substitute	8/30/2013	Granted 1422706 May 6, 2014
Europe CTM 1177161	[DESIGN] IC – 029 Egg substitute	8/30/2013	Granted 1440848 Aug. 12, 2014	

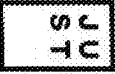
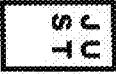
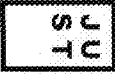
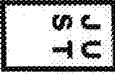
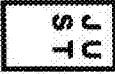


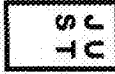
Mark	Serial No.	Int'l Class/Desc. of Goods	Filing Date	Status
	China 1177161	[DESIGN] IC – 029 Egg substitute	8/30/2013	Granted 85870959 Sep. 28, 2014
	Israel 1177161	[DESIGN] IC – 029 Egg substitute	8/30/2013	Granted 259658 June 1, 2015
	India 2668353	[DESIGN] IC – 029 Egg substitute	8/30/2013	Pending
JUST MAYO	US 86014519	IC – 029 Vegetable-based spreads IC – 030 Egg- and dairy-free mayonnaise; Salad dressing	7/18/2013	Registered US 4,786,403 Aug. 4, 2015
JUST MAYO	Canada 1735504	Vegetable-based spreads; egg- and dairy-free mayonnaise; salad dressing; cookies; gluten-free desserts, namely cookies; vegan cookies; cookie dough; frozen cookie dough; egg substitute; mixes for batter	7/2/2015	Pending
JUST SCRAMBLE	US 86014923	IC – 029 Egg substitute	7/19/2013	Registered US 5,171,799 March 28, 2017
JUST SCRAMBLE	Canada 1770900	Egg substitute; liquid egg substitute	3/4/2016	Pending

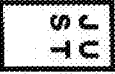
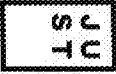
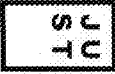
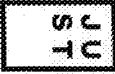
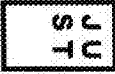


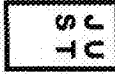
Mark	Serial No.	Int'l Class/Desc. of Goods	Filing Date	Status
JUST SCRAMBLE	United Kingdom UK00003303297	Class 29: Plant-based processed food; processed food made from dried fruit; egg substitute; liquid egg substitute.	12-Apr-18	Pending
JUST SCRAMBLE	European Union 17886825	Class 29: Plant-based processed food; processed food made from dried fruit; egg substitute; liquid egg substitute.	12-Apr-18	Pending
JUST SCRAMBLE	China	Class 29: Plant-based processed food; processed food made from dried fruit; egg substitute; liquid egg substitute.	In process	Pending
JUST SCRAMBLE	Hong Kong 304408119	Class 29: Plant-based processed food; processed food made from dried fruit; egg substitute; liquid egg substitute.	23-Jan-18	Pending
JUST SCRAMBLE	Hong Kong 304416165	Class 29: Plant-based processed food; processed food made from dried fruit; egg substitute; liquid egg substitute.	30-Jan-18	Pending
JUST SCRAMBLE	India 3740280	Class 29: Plant-based processed food; processed food made from dried fruit; egg substitute; liquid egg substitute.	30-Jan-18	Pending
JUST SCRAMBLE	Indonesia In process	Class 29: Plant-based processed food; processed food made from dried fruit; egg substitute; liquid egg substitute.	In process	Pending

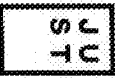
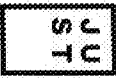
Mark	Serial No.	Int'l Class/Desc. of Goods	Filing Date	Status
JUST SCRAMBLE	Japan 2018-12075	Class 29: Plant-based processed food; processed food made from dried fruit; egg substitute; liquid egg substitute.	30-Jan-18	Pending
JUST SCRAMBLE	Malaysia 2018001396	Class 29: Plant-based processed food; processed food made from dried fruit; egg substitute; liquid egg substitute.	2-Feb-18	Pending
JUST SCRAMBLE	Philippines 4-2018-001838	Class 29: Plant-based processed food; processed food made from dried fruit; egg substitute; liquid egg substitute.	31-Jan-18	Pending
JUST SCRAMBLE	Korea 40-2018-0014873	Class 29: Plant-based processed food; processed food made from dried fruit; egg substitute; liquid egg substitute.	31-Jan-18	Pending
JUST SCRAMBLE	Singapore 40201801811V	Class 29: Plant-based processed food; processed food made from dried fruit; egg substitute; liquid egg substitute.	30-Jan-18	Pending
JUST SCRAMBLE	Taiwan 107006793	Class 29: Plant-based processed food; processed food made from dried fruit; egg substitute; liquid egg substitute.	30-Jan-18	Pending
JUST SCRAMBLE	Thailand 180103863	Class 29: Plant-based processed food; processed food made from dried fruit; egg substitute; liquid egg substitute.	6-Feb-18	Pending

Mark	Serial No.	Int'l Class/Desc. of Goods	Filing Date	Status
JUST SCRAMBLE	Vietnam 4-2018-03758	Class 29: Plant-based processed food; processed food made from dried fruit; egg substitute; liquid egg substitute.	31-Jan-18	Pending
HAMPTON CREEK	US 86182032	IC – 029 Vegetable-based spreads IC – 030 Egg- and dairy-free mayonnaise; Salad dressing	2/2/2014	Registered 8/5/14 US 4580172
HAMPTON CREEK	Canada 1735503	Vegetable-based spreads; egg- and dairy-free mayonnaise; salad dressing; cookies; gluten-free desserts, namely, cookies; vegan cookies; cookie dough; frozen cookie dough; egg substitute; mixes for batter	7/2/2015	Registered TMA943,949 7/21/2016
JUST COOKIE DOUGH	US 86421107	IC – 030 Cookie dough; Frozen cookie dough	10/10/2014	Registered US 4,801,159 Aug. 25, 2015
JUST COOKIES	US 86282713	IC – 030 Cookie dough; Cookies; Frozen cookie dough; Gluten-free desserts, namely, cookies; Vegan cookies	5/15/2014	Registered US 4,778,598 July 21, 2015
WHAT WOULD IT LOOK LIKE IF WE STARTED OVER?	US 86619254	IC-035 Promoting public awareness of food that's healthier, sustainable and affordable	5/4/2015	Registered US 5,009,114 July 26, 2016

Mark	Serial No.	Int'l Class/Desc. of Goods	Filing Date	Status
BLACKBIRD	US 87280065	IC-042. US 100 101. G & S: Scientific research services relating to plant biology; Research and development in the field of biotechnology for the purpose of identifying underutilized agricultural products to determine utility for human consumption and developing those products into commercially available foods	12/23/2016	Pending
	Canada 1892999	Class 29: Vegetable-based spreads; butter substitutes; meat; meat substitutes. Class 30: Ice cream; ice cream substitute; dairy-free ice cream; mayonnaise substitute; egg-free mayonnaise; dairy-free mayonnaise; egg substitute; vegetable-based egg substitute; cookies; egg-free cookies; dairy-free cookies; cookie dough; egg-free cookie dough; dairy-free cookie dough; salad dressing; egg-free salad dressings; dairy-free salad dressings; pasta.	11-Apr-18	Pending
	China	29	11-Apr-18	Pending
	China	30	11-Apr-18	Pending
	China	29 (broad)		Pending

Mark	Serial No.	Int'l Class/Desc. of Goods	Filing Date	Status
	China	30 (broad)		Pending
	European Union 17886209	29, 30	10-Apr-18	Pending
	Hong Kong 304488139	29, 30	10-Apr-18	Pending
	India 3802933	29, 30	11-Apr-18	Pending
	Indonesia DID2018017759	29, 30	11-Apr-18	Pending
	Jamaica 73520	29, 30	11-Oct-17	Pending
	Japan 2018-45158	29, 30	10-Apr-18	Pending
	Korea 40-2018-0048255	29, 30	11-Apr-18	Pending

Mark	Serial No.	Int'l Class/Desc. of Goods	Filing Date	Status
	Malaysia 2018004196	29	11-Apr-18	Pending
	Malaysia 2018004197	30	11-Apr-18	Pending
	Philippines 4-2018-006117	29, 30	10-Apr-18	Pending
	Singapore 40201806676W	29, 30	11-Apr-18	Pending
	Taiwan 107021238	29, 30	10-Apr-18	Pending
	Thailand 180111128	29	11-Apr-18	Pending
	Thailand 180111129	30	11-Apr-18	Pending
	United Kingdom UK00003302706	29, 30	10-Apr-18	Pending

Mark	Serial No.	Int'l Class/Desc. of Goods	Filing Date	Status
	United States of America 87873290	29, 30	11-Apr-18	Pending
	Vietnam 4-2018-11000	29, 30	11-Apr-18	
JUST FOR ALL	Canada 1,902,916	Vegetable-based spreads; butter substitutes; meat; meat substitutes. IC-029 IC-030 Ice cream; ice cream substitute; dairy-free ice cream; mayonnaise substitute; egg-free mayonnaise; dairy-free mayonnaise; egg substitute; vegetable-based egg substitute; cookies; egg-free cookies; dairy-free cookies; cookie dough; egg-free cookie dough; dairy-free cookie dough; salad dressing; egg-free salad dressings; dairy-free salad dressings; pasta	12/06/2017	Pending
JUST FOR ALL	China	29	28-Jun-18	Pending
JUST FOR ALL	China	29, 30	6-Jun-18	Pending
JUST FOR ALL	China	30	28-Jun-18	Pending
JUST FOR ALL	European Union 017912745	29, 30	5-Jun-18	Pending
JUST FOR ALL	Hong Kong 304552650	29, 30	5-Jun-18	Pending

Mark	Serial No.	Int'l Class/Desc. of Goods	Filing Date	Status
JUST FOR ALL	India 3853270	29, 30	6-Jun-18	Pending
JUST FOR ALL	Indonesia DID2018028213	29, 30	6-Jun-18	Pending
JUST FOR ALL	Japan 2018-74378	29, 30	5-Jun-18	Pending
JUST FOR ALL	Malaysia 2018006559	29	5-Jun-18	Pending
JUST FOR ALL	Malaysia 2018006560	30	5-Jun-18	Pending
JUST FOR ALL	Philippines 4-2018-009572	29, 30	6-Jun-18	Pending
JUST FOR ALL	Republic of Korea 40-2018-0076156	29, 30	5-Jun-18	Pending
JUST FOR ALL	Singapore 40201810867U	29, 30	6-Jun-18	Pending
JUST FOR ALL	Taiwan R.O.C. 107035555	29, 30	5-Jun-18	Pending
JUST FOR ALL	Thailand 180117286	29	6-Jun-18	Pending
JUST FOR ALL	Thailand 180117290	30	6-Jun-18	Pending
JUST FOR ALL	United Kingdom 3315506	29, 30	5-Jun-18	Pending
JUST FOR ALL	United States 87/948,304	29, 30	5-Jun-18	Pending

Mark	Serial No.	Int'l Class/Desc. of Goods	Filing Date	Status
JUST FOR ALL	Vietnam 4-2018-18383	29, 30	6-Jun-18	Pending
MADE JUST	International Filing	<p>IC-029 Vegetable-based spreads; butter substitutes; meat; meat substitutes.</p> <p>IC-030 Ice cream; ice cream substitute; dairy-free ice cream; mayonnaise substitute; egg-free mayonnaise; dairy-free mayonnaise; egg substitute; vegetable-based egg substitute; cookies; egg-free cookies; dairy-free cookies; cookie dough; egg-free cookie dough; dairy-free cookie dough; salad dressing; egg-free salad dressings; dairy-free salad dressings; pasta.</p> <p>IC-042 Scientific research services relating to plant biology; research and development services to discover, validate, scale-up and commercialize agricultural-based food ingredients and food products.</p>	01/22/2018	Pending