

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521229

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fontaine Santé Foods Inc.		04/24/2019	Corporation: QUEBEC
RECEIVING PARTY DATA			
Name:	Fédération des caisses Desjardins du Québec		
Street Address:	1170 Peel Street, Suite 300		
City:	Montréal		
State/Country:	CANADA		
Postal Code:	H3B 0A9		
Entity Type:	Credit Union: QUEBEC		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3953687	FOUNTAIN OF HEALTH	
Registration Number:	4706928	EATING WELL IS SO NATURAL	
Registration Number:	4888419	FONTAINE SANTÉ	
Registration Number:	4917981	FONTAINE SANTÉ	
Registration Number:	5010743	FOUNTAIN OF HEALTH	
Registration Number:	4870338	HUMM!	
CORRESPONDENCE DATA			
Fax Number:	4142974900		
<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:	4142712400		
Email:	IPDocketing@foley.com, shaines@foley.com		
Correspondent Name:	Christopher King		
Address Line 1:	777 East Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202-5306		
NAME OF SUBMITTER:	Christopher M. King		
SIGNATURE:	/Christopher M. King/		
DATE SIGNED:	04/29/2019		
Total Attachments: 6			

OP \$165.00 3953687

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CONFIRMATORY TRADEMARK SECURITY AGREEMENT

THIS CONFIRMATORY TRADEMARK SECURITY AGREEMENT, dated as of April 24, 2019, is made by Fontaine Santé Foods Inc., a legal person incorporated under the laws of Quebec (the "**Grantor**"), in favour of Fédération des caisses Desjardins du Québec, as administrative agent and collateral agent pursuant to the terms of the Credit Agreement referred to below (in such capacity, together with its successors and permitted assigns, the "**Agent**").

WITNESSETH:

WHEREAS, pursuant to the third amended and restated credit agreement dated as of April 24, 2019 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and between, among others, the Grantor, as borrower, the Agent and the financial institutions parties thereto, as lenders (in such capacity, together with their successors and permitted assigns, the "**Lenders**"), the Lenders have agreed to grant credit facilities to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to a deed of hypothec dated April 24, 2019 in favour of the Agent (as such agreement may be amended, restated, supplemented, modified or replaced from time to time, the "**Security Document**");

WHEREAS the Grantor and the Agent are desirous of recording the Security Document and the additional security created hereunder in the Trademark Collateral (as hereinafter defined) with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the premises and to induce the Agent and the Lenders to enter into the Credit Agreement and to make the credit facilities to the Grantor thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the obligations of such Grantor to the Agent and the Lenders (including in their capacity of Hedging Lenders and Bank Product Lenders) under the Credit Agreement, Hedging Agreements and Banking Products, hereby mortgages, pledges and hypothecates (for the purposes of the laws of Québec for an amount of [Cdn. \$150,000,000] bearing interest at a rate of 20% per annum as set out in the Security Documents) to the Agent, and grants to the Agent a Lien on and security interest in, all of its right, title and interest in, to and under the following collateral of the Grantor whether now owned or hereafter acquired (the "**Trademark Collateral**"):

- (a) all of its trademark registrations, applications for trademark registrations (excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications), and all intellectual property licenses providing for

the grant by or to the Grantor of any right under any trademark (each a "Trademark"), including, without limitation, those referred to on Schedule I hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Document. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the hypothec and security interest granted to the Agent pursuant to the Security Document and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Document, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder, provided that to the extent that the laws of any jurisdiction govern the validity and perfection of the security constituted hereunder, the domestic laws of such jurisdiction shall govern those issues.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

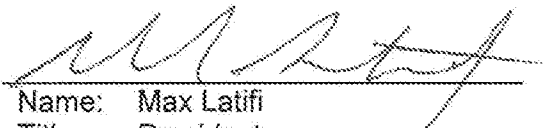
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without giving effect to the conflict-of-laws principles thereof (other than Sections 5-1401 and 5-1402 of the General Obligations Law).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

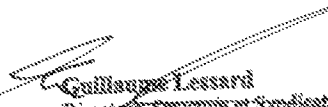
Very truly yours,


ALIMENTS FONTAINE SANTÉ INC.
as Grantor

By: 
Name: Max Latifi
Title: President

ACCEPTED AND AGREED
as of the date first above written:

**FÉDÉRATION DES CAISSES DESARDINS
DU QUÉBEC**
as Agent



By: 
Name: ~~Guillaume Lessard~~
~~Director, Structure et Syndication~~
Financement corporatif
Title: Director, Loan Structuring & Syndication
Corporate Banking

By: 
Name: Dominique Perreux
Title: Directeur général
Gestion du Portefeuille, Grandes Entreprises
Managing Director
Portfolio Management, Corporate Banking

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trade-Marks In Canada	Application Number	Registration Number
MEDITERRANEAN CLASSICS	0776631	LMC470481
EVERYONE DESERVES QUALITY FOOD	1435609	LMC772427
FONTAINE SANTÉ	0822815	LMC497377
FOUNTAIN OF HEALTH	1723877	924542
HUMM!	1452105	LMC852153
SE SIMPLIFIER LA VIE N'AURA JAMAIS EU SI BON GOÛT	1250094	LMC658469
VOUS MÉRITEZ CE QU'IL Y A DE MIEUX	1437703	LMC771632
	1438699	LMC772538
	1723876	924525
VEGETARIAN CLASSICS	0776632	LMC463765
BIEN MANGER EST SI NATUREL	1214372	LMC639699
EATING WELL IS SO NATURAL	1214371	LMC642389

Trade-Marks in US	Serial Number	Registration Number
	85000522	3953687
EATING WELL IS SO NATURAL.	86265489	4706928
FONTAINE SANTE	86615869	4888419
	86615886	4917981
FOUNTAIN OF HEALTH	86615638	5010743
HUMM!	86615834	4870338