

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523968

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KIND LLC		05/16/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	IL1-1145/54/63		
Internal Address:	P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5401824	KIND	
Registration Number:	5513922	RANDOM SNACKS OF KINDNESS	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
NAME OF SUBMITTER:	Linda Kastner		
SIGNATURE:	/lk/		
DATE SIGNED:	05/16/2019		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”) dated as of May 16, 2019, by and between **KIND LLC**, a Delaware limited liability company (the “Grantor”) and **JPMORGAN CHASE BANK, N.A.**, as administrative agent (the “Administrative Agent”), for the ratable benefit of the Secured Parties (as defined in the Credit Agreement defined below), is entered into in connection with that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented, extended, refinanced or otherwise modified from time to time, the “Credit Agreement”) among KIND Inc., a Delaware corporation, the Lenders (as defined in the Credit Agreement) from time to time party thereto and the Administrative Agent.

This Agreement is executed pursuant to the terms of that certain Security and Pledge Agreement dated as of September 8, 2016 (as amended, restated, supplemented or otherwise modified, the “Security and Pledge Agreement”), among the Grantor, the other grantors party thereto and the Administrative Agent, for the ratable benefit of the Secured Parties. Capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Security and Pledge Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants, and collaterally assigns to the Administrative Agent, for the benefit of the Secured Parties, as collateral security for the payment, performance, and satisfaction of the Secured Obligations (as defined in the Credit Agreement), a continuing first priority security interest in any and all right, title and interest of the Grantor in and to all of the following property of the Grantor, whether now owned or existing or owned, acquired or arising hereafter: all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not at all, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the Trademarks described on Schedule 1 hereto, all common-law rights related to the foregoing, all rights corresponding to any thereof, including, without limitation, the right to obtain all reissues, extensions or renewals thereof and the right to sue for past, present or future infringement or dilution of the foregoing, and including the right to receive all damages therefrom (the “Trademark Collateral”). Notwithstanding the foregoing, the Trademark Collateral shall not include any Excluded Property, including any “intent to use” trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such “intent-to-use” trademark application or any registration issuing therefrom under applicable Law.

The rights and remedies of the Administrative Agent, on behalf of the Secured Parties, with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security and Pledge Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security and Pledge Agreement, the provisions of the Security and Pledge Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have duly executed this Trademark Security Agreement on the day and year first written above.

GRANTOR:

KIND LLC

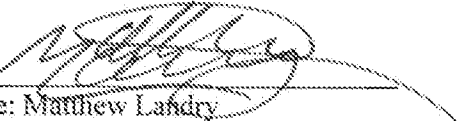
By: 

Name: Tracy Liberatore

Title: Assistant Treasurer

Acknowledged and accepted:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Matthew Landry
Title: Authorized Officer

SCHEDULE 1

Trademarks

<i>Grantor</i>	<i>Trademark</i>	<i>Application Number</i>	<i>Registration Number</i>	<i>Registration Date</i>
<i>KIND LLC</i>	<i>KIND</i>	<i>86/098,903</i>	<i>5,401,824</i>	<i>02/13/2018</i>
<i>KIND LLC</i>	<i>RANDOM SNACKS OF KINDNESS</i>	<i>85/891,962</i>	<i>5,513,922</i>	<i>07/10/2018</i>