

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530424

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nutiva		07/01/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road, MC 7512		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Chartered Bank: TEXAS		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4705398	CHIAPPLE	
Registration Number:	5600586	COCONUT MANNA	
Registration Number:	4895934	HEMP VALLEY	
Registration Number:	2460332	NOURISHING PEOPLE & PLANET	
Registration Number:	3413173	NUTIVA	
Registration Number:	2333884	NUTIVA	
Registration Number:	4327335	NUTIVA	
Registration Number:	4552567	O'COCONUT	
Registration Number:	4918542	ORGANIC FIELDS	
Registration Number:	4667338	REVOLUTIONIZING THE WAY THE WORLD EATS	
CORRESPONDENCE DATA			
Fax Number:	2134432926		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	213-617-5493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	Sheppard, Mullin, Richter & Hampton LLP		
Address Line 1:	333 S. Hope St., 43rd Floor		
Address Line 2:	Attn: J. Cravitz		
Address Line 4:	Los Angeles, CALIFORNIA 90071		

CH \$265.00 4705398

ATTORNEY DOCKET NUMBER:	032A-300185
NAME OF SUBMITTER:	Julie Cravitz
SIGNATURE:	/julie cravitz/
DATE SIGNED:	07/02/2019

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is made as of July 1, 2019, by and between NUTIVA, a California corporation ("Grantor"), and COMERICA BANK ("Secured Party").

RECITALS

A. Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Credit Agreement, dated as of even date herewith (the "Credit Agreement;" all capitalized terms used herein without definition shall have the meanings ascribed to them in the Credit Agreement).

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Secured Party, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under all of its intellectual property, including without limitation the following (all of which shall collectively be called the "Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations in part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Collateral shall not include any Excluded Property as that term is defined in the Security Agreement, dated as of the date hereof (the "Security Agreement"), by and between Grantor and Secured Party.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor shall deliver to Secured Party together with the financial statements required to be delivered to Secured Party pursuant to the Credit Agreement in respect of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations during the preceding fiscal quarter. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(b) Grantor shall promptly give Secured Party written notice of any applications or registrations of intellectual property rights filed with the United States Patent and Trademark Office, including the

date of such filing and the registration or application numbers, if any. Grantor shall (i) give Secured Party not less than 30 days prior written notice of the filing of any applications or registrations with the United States Copyright Office, including the title of such intellectual property rights to be registered, as such title will appear on such applications or registrations, and the date such applications or registrations will be filed, and (ii) prior to the filing of any such applications or registrations, shall execute such documents as Secured Party may reasonably request for Secured Party to maintain its perfection in such intellectual property rights to be registered by Grantor, and upon the request of Secured Party, shall file such documents simultaneously with the filing of any such applications or registrations. Upon filing any such applications or registrations with the United States Copyright Office, Grantor shall promptly provide Secured Party with (i) a copy of such applications or registrations, without the exhibits, if any, thereto, (ii) evidence of the filing of any documents requested by Secured Party to be filed for Secured Party to maintain the perfection and priority of its security interest in such intellectual property rights, and (iii) the date of such filing;

3. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

5. California Law and Jurisdiction; Jury Waiver. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Grantor and Secured Party consent to the exclusive jurisdiction of any state or federal court located in Santa Clara County, California. GRANTOR AND SECURED PARTY EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE LOAN DOCUMENTS, THIS AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

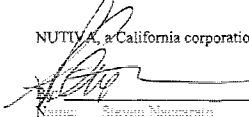
6. Remedies. Grantor and Secured Party agree that the Collateral (defined herein) is also "Collateral" (as defined in the Security Agreement) and that nothing herein shall be deemed to limit or restrict Secured Party's rights under the Security Agreement. Secured Party shall be entitled to exercise all of the rights and remedies set forth in the Security Agreement on the terms and conditions set forth therein.

[Signature Page Follows]

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

Address of Grantor:
Nutiva
213 West Cutting Blvd.
Richmond, CA 94804
Attn: Steven Naccarato

GRANTOR


NUTIVA, a California corporation

Name: Steven Naccarato
Title: President, Chief Executive Officer and Secretary

[Intellectual Property Security Agreement]

SECURED PARTY

COMERICA BANK

By: *Tom V...*
Name/Title *Bro. Westlake/AVP*

EXHIBIT A

Copyrights

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
Nutiva - Buttery Spread.	VA0001921379	Aug. 7, 2014
Nutiva - Chia Seeds - Black .	VA0001921426	Aug. 7, 2014
Nutiva - Chia Seeds - Ground.	VA0001921418	Aug. 7, 2014
Nutiva - Chia Seeds - White.	VA0001921498	Aug. 7, 2014
Nutiva - Coconut Flour.	VA0001921871	Aug. 7, 2014
Nutiva - Coconut Manna.	VA0001921378	Aug. 7, 2014
Nutiva - Coconut Oil.	VA0001921431	Aug. 7, 2014
Nutiva - Coconut Sugar.	VA0001921500	Aug. 7, 2014
Nutiva - Hemp Oil.	VA0001921519	Aug. 7, 2014
Nutiva - Hemp Protein.	VA0001921377	Aug. 7, 2014
Nutiva - Hemp Protein - Chocolate.	VA0001921870	Aug. 7, 2014
Nutiva - Hemp Protein - Hi-Fiber.	VA0001921512	Aug. 7, 2014
Nutiva - Hemp Protein - Vanilla.	VA0001921880	Aug. 7, 2014
Nutiva - Hempseed.	VA0001921516	Aug. 7, 2014
Nutiva - O'COCONUT - Classic.	VA0001921376	Aug. 7, 2014
Nutiva - O'COCONUT - Hemp & Chia.	VA0001921455	Aug. 7, 2014
Nutiva - Red Palm Oil.	VA0001921495	Aug. 7, 2014
Nutiva - Shortening.	VA0001921265	Aug. 7, 2014
Nutiva - Sunflower & Red Palm Oil.	VA0001921267	Aug. 7, 2014

EXHIBIT B

Patents

<u>Title</u>	<u>Registration or Serial Number</u>	<u>Registration or Application Date</u>
None	N/A	N/A

EXHIBIT C

Trademarks

Trademark	Country	Application No.	Filing Date	Reg. No.	Reg. Date	Classes
CHIAPPLE	China (People's Republic)	1222653	02-Jul-2014	1222653	02-Jul-2014	29 Int.
CHIAPPLE	Int'l Registration - Madrid Protocol Only	1222653	02-Jul-2014	1222653	02-Jul-2014	29 Int.
CHIAPPLE	United States of America	86320563	25-Jun-2014	4705398	17-Mar-2015	29 Int.
COCONUT MANNA	European Union (Community)	009254939	16-Jul-2010	009254939	17-Dec-2010	29 Int.
COCONUT MANNA	United States of America	87840390	19-Mar-2018	5600586	06-Nov-2018	29 Int.
HEMP VALLEY	Korea, Republic of	40-2016-0018497	14-Mar-2016	4012167920000	21-Nov-2016	31 Int.
HEMP VALLEY	United States of America	85452656	20-Oct-2011	4895934	02-Feb-2016	29 Int.
MCT GREENS	United States of America	88319247	27-Feb-2019			05 Int.
MCT PROTEIN	United States of America	88318845	27-Feb-2019			05 Int.
NOURISHING PEOPLE & PLANET	United States of America	75765907	02-Aug-1999	2460332	12-Jun-2001	35 Int.
NUMCT	United States of America	87796117	13-Feb-2018			01 Int., 05 Int.
NUTIVA	Australia	1526824	16-Nov-2012	1526824	16-Nov-2012	05 Int., 29 Int.
NUTIVA	China (People's Republic)	11728338	12-Nov-2012	11728338	21-Oct-2018	29 Int.
NUTIVA	European Union (Community)	018073870	30-May-2019			03 Int., 05 Int., 29 Int., 30 Int., 31 Int.
NUTIVA	Hong Kong	302404269	12-Oct-2012	302404269	9-Jul-2013	05 Int., 29 Int.
NUTIVA	India	2410536	12-Oct-2012	1406248	6-Dec-2016	29 Int.
NUTIVA	Int'l Registration - Madrid Protocol Only	1258535	16-Jun-2015	1258535	16-Jun-2015	05 Int., 29 Int.
NUTIVA	Japan	1258535	16-Jun-2015			05 Int., 29 Int.
NUTIVA	Korea, Republic of	40-2012-0066019	24-Oct-2012	401024253	25-Feb-2014	05 Int., 29 Int.
NUTIVA	Mexico	2202912	06-May-2019			03 Int.
NUTIVA	Mexico	2202915	06-May-2019			05 Int.

Trademark	Country	Application No.	Filing Date	Reg. No.	Reg. Date	Classes
NUTIVA	Mexico	2202918	06-May-2019			29 Int.
NUTIVA	Mexico	2202920	06-May-2019			30 Int.
NUTIVA	Mexico	2202923	06-May-2019			31 Int.
NUTIVA	Mexico	2202924	06-May-2019			32 Int.
NUTIVA	New Zealand	996502	22-Apr-2014	996502	23-Oct-2014	05 Int., 29 Int., 31 Int.
NUTIVA	Taiwan	101061308	29-Oct-2012	1628997	16-Feb-2014	05 Int., 29 Int.
NUTIVA	Thailand	854072	11-Jul-2012			05 Int.
NUTIVA	Thailand	854073	11-Jul-2012			29 Int.
NUTIVA	Thailand	854074	11-Jul-2012			32 Int.
NUTIVA	United States of America	78838681	16-Mar-2006	3413173	15-Apr-2008	05 Int.
NUTIVA	United States of America	75585496	09-Nov-1998	2333884	21-Mar-2000	30 Int.
NUTIVA	United States of America	85682662	20-Jul-2012	4327335	30-Apr-2013	05 Int., 29 Int., 31 Int.
NUTIVA [CHINESE CHARACTERS]	China (People's Republic)	16454435	09-Mar-2015			29 Int.
O'COCONUT	European Union (Community)	11419711	12-Dec-2012	11419711	15-May-2014	05 Int., 30 Int.
O'COCONUT	United States of America	85797567	07-Dec-2012	4552567	17-Jun-2014	30 Int.
ORGANIC FIELDS	Canada	1608455	03-Jan-2013	889017	18-Mar-2015	NA
ORGANIC FIELDS	Int'l Registration - Madrid Protocol Only	1178012	01-May-2013	1178012	01-May-2013	05 Int., 29 Int., 30 Int., 31 Int.
ORGANIC FIELDS	United States of America	85984001	21-Dec-2012	4918542	15-Mar-2016	29 Int., 31 Int.
REVOLUTIONIZING THE WAY THE WORLD EATS	Australia	1233060	07-Oct-2014	1671377	07-Oct-2014	05 Int., 29 Int., 30 Int., 31 Int.
REVOLUTIONIZING THE WAY THE WORLD EATS	Canada	1699334	23-Oct-2014	957910	14-Dec-2016	NA
REVOLUTIONIZING THE WAY THE WORLD EATS	Int'l Registration - Madrid Protocol Only	1233060	07-Oct-2014	1233060	07-Oct-2014	05 Int., 29 Int., 30 Int., 31 Int.
REVOLUTIONIZING THE WAY THE WORLD EATS	United States of America	86297380	02-Jun-2014	4667338	06-Jan-2015	05 Int., 29 Int., 30 Int., 31 Int.