TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539034

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sun Basket, Inc.		08/29/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	505 Howard Street, Floor 3
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	88388029	SUN BASKET
Serial Number:	88388026	SUN BASKET
Registration Number:	5828911	YOUR KIND OF HEALTHY
Registration Number:	5828910	YOUR KIND OF HEALTHY
Registration Number:	5397054	SUN BASKET
Registration Number:	5360556	
Registration Number:	5360555	SUN BASKET
Registration Number:	5360554	SUN BASKET
Registration Number:	5341488	SUN BASKET
Registration Number:	5210515	SUN BASKET
Registration Number:	5067655	SUN BASKET
Registration Number:	5067653	SUN BASKET

CH $315.00 88388029

CORRESPONDENCE DATA

Fax Number: 4152687522

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.

Phone: 4152687000
Email: ksamia@mofo.com
Correspondent Name: Jennifer Lee Taylor
Address Line 1: 425 Market Street

Address Line 2:	c/o Morrison & Foerster LLP
Address Line 4:	San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	27292-928
NAME OF SUBMITTER:	Jennifer Lee Taylor
SIGNATURE:	/JLT2/
DATE SIGNED:	08/30/2019

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of August 29, 2019 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 505 Howard Street, Floor 3, San Francisco, California 94105 ("Bank") and **SUN BASKET, INC.**, a Delaware corporation, with its principal place of business at 1170 Olinder Court, San Jose, California 95122 ("Grantor").

RECITALS

A. Bank 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 Second Amended and Restated Loan and Security Agreement dated as of December 16, 2016, as amended by a certain First Loan Modification Agreement dated as of May 22, 2017, as further amended by a certain Second Loan Modification Agreement dated as of October 2, 2017, as further amended by a certain Third Loan Modification Agreement dated as of May 23, 2018, as further amended by a certain Fourth Loan Modification Agreement dated as of April 19, 2019, and as amended by a certain Fifth Loan Modification Agreement dated as of the date hereof (as the same has been and may be further amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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 that 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 servicemark 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) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements 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;

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

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

(j) 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

TRADEMARK
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6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

TRADEMARK
REEL: 006734 FRAME: 0600

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

SUN BASKET, INC.

By:_____

Marc A. Friend

Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK

By:_____

Title:_____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

SUN BASKET, INC.

By:_____

Title:_____

BANK:

SILICON VALLEY BANK

By:_____

Title: Director

TRADEMARK
REEL: 006734 FRAME: 0602

EXHIBIT A

Copyrights

Description	Registration/ Application Number	Registration/ Application Date
None.		

EXHIBIT B

Patents

Description	Registration/ Application Number	Registration/ Application Date

None.

EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
SUN BASKET	88388029	4/16/2019
SUN BASKET	88388026	4/16/2019
YOUR KIND OF HEALTHY	5828911	8/6/2019
YOUR KIND OF HEALTHY	5828910	8/6/2019
SUN BASKET	5397054	2/6/2018
Design	5360556	12/19/2017
SUN BASKET	5360555	12/19/2017
SUN BASKET	5360554	12/19/2017
SUN BASKET	5341488	11/21/2017
SUN BASKET	5210515	5/23/2017
SUN BASKET	5067655	10/25/2016
SUN BASKET	5067653	10/25/2016

EXHIBIT D

Mask Works

Description	Registration/ Application Number	Registration/ Application Date
None.		