

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540968

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KEHE DISTRIBUTORS, LLC		09/16/2019	Limited Liability Company: DELAWARE
TREE of LIFE, LLC		09/16/2019	Limited Liability Company: DELAWARE
NATURE'S BEST DISTRIBUTION, LLC		09/16/2019	Limited Liability Company: CALIFORNIA
PLENTIFUL PLANET BRANDS, LLC		09/16/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	600 South Fourth Street
Internal Address:	6th Floor, MAC N9300-060
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55415
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 59

Property Type	Number	Word Mark
Registration Number:	0609425	LION CROSS
Registration Number:	4525806	BONAVITA
Registration Number:	1253107	TREE OF LIFE
Registration Number:	1171499	TREE OF LIFE
Registration Number:	1338308	HEALTHY VALUES
Registration Number:	1559965	TREE OF LIFE
Registration Number:	1559979	TREE OF LIFE
Registration Number:	1856349	HARVEST MOON
Registration Number:	2030803	READY GROUND
Registration Number:	2466173	SOY WONDER
Registration Number:	2348865	BAKER'S ROW
Registration Number:	2749712	THE SOURCE!
Registration Number:	2686270	THE SOURCE!

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4364935	SUNSHINE ACRES
Registration Number:	3780010	TERRA SUMMA
Registration Number:	3858336	SAGE VALLEY
Registration Number:	2976215	TREE OF LIFE
Registration Number:	2989504	TREE OF LIFE
Registration Number:	3337117	ORGANIC AND PURE
Registration Number:	4106232	SAGE VALLEY
Registration Number:	3336056	SMART ASSORTMENT
Registration Number:	3252880	KEHE FOOD DISTRIBUTORS
Registration Number:	3679009	ORGANIC & PURE
Registration Number:	2828586	HEALTHBEST
Registration Number:	3433609	THE NATURAL PRODUCTS DISTRIBUTOR
Registration Number:	4423196	CADIA
Registration Number:	4064851	CADIA
Registration Number:	4319026	CADIA
Registration Number:	4089150	CADIA ABUNDANCE OF SIMPLICITY
Registration Number:	5434002	CARE TRADE
Registration Number:	5205739	GOODNESS FOLLOWS
Registration Number:	5157531	WE SERVE TO MAKE LIVES BETTER
Registration Number:	5065914	WHERE KEHE GOES, GOODNESS FOLLOWS
Registration Number:	4852296	CONSULATE
Registration Number:	5281598	TREE OF LIFE
Registration Number:	4419072	PLENTIFUL PLANET
Registration Number:	5216002	LENS A KEHE SOLUTION
Registration Number:	4665603	KEHE SOLUTIONS
Registration Number:	4892780	SPRING HAVEN FARMS
Registration Number:	4825402	SPRING HAVEN FARMS
Registration Number:	4536928	KENDALL ROSE
Registration Number:	4953738	CADIA ABUNDANCE OF SIMPLICITY
Registration Number:	4853953	CADIA
Registration Number:	1676217	HEALTH BEST
Registration Number:	4616240	HARMONY FARMS
Registration Number:	4782431	WE MAKE ON TREND EASY
Registration Number:	4661772	ON TREND
Registration Number:	5091390	KEHE DISTRIBUTORS
Registration Number:	4893289	PLENTIFUL PLANET BRANDS
Registration Number:	4437006	HARMONY FARMS
Registration Number:	4584643	CADIA

Property Type	Number	Word Mark
Registration Number:	4708478	CADIA ABUNDANCE OF SIMPLICITY
Registration Number:	4687801	CADIA
Registration Number:	4914152	PLENTIFUL PLANET BRANDS
Registration Number:	4760808	KEHECONNECT
Registration Number:	4664448	KEHE
Registration Number:	4604099	KEHE
Serial Number:	88258878	KEHE CARES
Serial Number:	88258918	KEHE CARES

CORRESPONDENCE DATA

Fax Number:

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: 2126834120
Email: luis.rodriguez@unitedcorporate.com
Correspondent Name: Elaine Carrera
Address Line 1: 80 PINE STREET
Address Line 2: C/O CAHILL GORDON & REINDEL LLP
Address Line 4: NEW YORK, NEW YORK 10005

NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/ELAINE CARRERA/
DATE SIGNED:	09/16/2019

Total Attachments: 8

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Kehe Distributors, LLC
- 2. Tree of Life, LLC
- 3. Nature's Best Distribution, LLC
- 4. Plentiful Planet Brands, LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other 1. LLC-DE; 2. LLC-DE; 3. LLC-CA; 4. LLC-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 16, 2019

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Bank, National Association

Street Address: 600 South Fourth Street, 6th Floor
MAC N9300-060

City: Minneapolis

State: MN

Country: USA Zip: 55415

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

65

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

September 16, 2019
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 16, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (each a “**Grantor**” and collectively, the “**Grantors**”) in favor of Wells Fargo Bank, National Association, as notes collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Notes Collateral Agent**”).

WHEREAS, the Grantors are party to a Second Lien Pledge and Security Agreement dated as of September 16, 2019 (the “**Pledge and Security Agreement**”) among each of the Grantors and the other grantors party thereto and the Notes Collateral Agent pursuant to which the Grantors granted a security interest to the Notes Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Notes Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Notes Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with

respect thereto, solely 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 any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

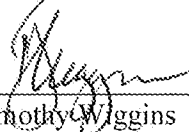
[Remainder of page intentionally left blank]

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

KEHE DISTRIBUTORS, LLC

By: 
Name: Brandon Barnholt
Title: President


TREE OF LIFE, LLC

By: 
Name: Timothy Wiggins
Title: President, Secretary and Treasurer

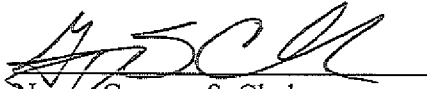
NATURE'S BEST DISTRIBUTION, LLC

By: 
Name: Brandon Barnholt
Title: President

PLENTIFUL PLANET BRANDS, LLC

By: 
Name: Brandon Barnholt
Title: President

Accepted and Agreed:
WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Notes Collateral Agent

By: 
Name: Gregory S. Clarke
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006745 FRAME: 0938

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number
Tree of Life, LLC	LION CROSS	July 26, 1955	609425
Tree of Life, LLC	BONAVITA	May 6, 2014	4525806
Tree of Life, LLC	TREE OF LIFE	October 4, 1983	1253107
Tree of Life, LLC	TREE OF LIFE	September 29, 1981	1171499
Tree of Life, LLC	HEALTHY VALUES	May 28, 1985	1338308
Tree of Life, LLC	TREE OF LIFE	October 10, 1989	1559965
Tree of Life, LLC	TREE OF LIFE	October 10, 1989	1559979
Tree of Life, LLC	HARVEST MOON	May 16, 1991	1856349
Tree of Life, LLC	READY GROUND	January 14, 1997	2030803
Tree of Life, LLC	SOY WONDER	July 3, 2001	2466173
Tree of Life, LLC	BAKER'S ROW	May 9, 2000	2348865
Tree of Life, LLC	THE SOURCE!	August 12, 2003	2749712
Tree of Life, LLC	THE SOURCE!	February 11, 2003	2686270
Tree of Life, LLC	SUNSHINE ACRES	July 9, 2013	4364935
Tree of Life, LLC	TERRA SUMMA	April 27, 2010	3780010
Tree of Life, LLC	SAGE VALLEY	October 5, 2010	3858336
Tree of Life, LLC	TREE OF LIFE	July 26, 2005	2976215
Tree of Life, LLC	TREE OF LIFE and Design	August 30, 2005	2989504
Kehe Distributors, LLC	ORGANIC AND PURE	November 13, 2007	3337117
Tree of Life, LLC	SAGE VALLEY	February 28, 2012	4106232
Tree of Life, LLC	SMART ASSORTMENT	November 13, 2007	3336056
Kehe Distributors, LLC	KEHE FOOD DISTRIBUTORS	June 19, 2007	3252880
Kehe Distributors, LLC	ORGANIC & PURE	September 8, 2009	3679009
Nature's Best Distribution, LLC	HEALTHBEST (and design)	March 30, 2004	2,828,586
Nature's Best Distribution, LLC	THE NATURAL PRODUCTS DISTRIBUTOR	May 8, 2008	3,433,609
Nature's Best Distribution, LLC	CADIA	October 22, 2013	4,423,196
Nature's Best Distribution, LLC	CADIA	November 29, 2011	4,064,851
Nature's Best Distribution, LLC	CADIA	April 9, 2013	4,319,026
Nature's Best Distribution, LLC	CADIA ABUNDANCE OF SIMPLICITY	January 17, 2012	4,089,150

Name of Grantor	Trademark	Registration Date	Registration Number
Kehe Distributors, LLC	CARE TRADE	March 27, 2018	5,434,002
Kehe Distributors, LLC	GOODNESS FOLLOWS	May 16, 2017	5,205,739
Kehe Distributors, LLC	WE SERVE TO MAKE LIVES BETTER	March 7, 2017	5,157,531
Kehe Distributors, LLC	WHERE KEHE GOES, GOODNESS FOLLOWS	October 18, 2016	5,065,914
Plentiful Planet Brands, LLC	CONSULATE	November 10, 2015	4,852,296
Tree of Life, LLC	TREE OF LIFE (and design)	September 5, 2017	5,281,598
Tree of Life, LLC	PLENTIFUL PLANET	October 15, 2013	4419072
Kehe Distributors, LLC	LENS A KEHE SOLUTION	June 6, 2017	5,216,002
Kehe Distributors, LLC	KEHE SOLUTIONS	January 6, 2015	4,665,603
Plentiful Planet Brands, LLC	SPRING HAVEN FARMS	January 26, 2016	4,892,780
Plentiful Planet Brands, LLC	SPRING HAVEN FARMS	October 6, 2015	4,825,402
Plentiful Planet Brands, LLC	KENDALL ROSE	May 27, 2014	4,536,928
Nature's Best Distribution, LLC	CADIA ABUNDANCE OF SIMPLICITY	May 10, 2016	4,953,738
Nature's Best Distribution, LLC	CADIA	November 17, 2015	4,853,953
Nature's Best Distribution, LLC	HEALTH BEST	February 18, 1992	1,676,217
Tree of Life, LLC	HARMONY FARMS	October 7, 2014	4,616,240
Kehe Distributors, LLC	WE MAKE ON TREND EASY	April 30, 2013	4782431
Kehe Distributors, LLC	ON TREND	April 30, 2013	4661772
Kehe Distributors, LLC	KEHE DISTRIBUTORS	February 8, 2013	5091390
Tree of Life, LLC	PLENTIFUL PLANET BRANDS	April 5, 2013	4893289
Tree of Life, LLC	HARMONY FARMS	September 29, 2011	4437006
Nature's Best Distribution, LLC	CADIA	April 21, 2010	4584643
Nature's Best Distribution, LLC	CADIA ABUNDANCE OF SIMPLICITY	April 21, 2010	4708478
Nature's Best Distribution, LLC	CADIA	June 13, 2014	4687801
KeHE Distributors, LLC	CARE TRADE	March 27, 2018	5434002
KeHE Distributors, LLC	LENS A KEHE SOLUTION & Design	June 6, 2017	5216002

Name of Grantor	Trademark	Registration Date	Registration Number
KeHE Distributors, LLC	GOODNESS FOLLOWS	May 16, 2017	5205739
KeHE Distributors, LLC	WE SERVE TO MAKE LIVES BETTER	March 7, 2017	5157531
KeHE Distributors, LLC	WHERE KEHE GOES, GOODNESS FOLLOWS	October 18, 2016	5065914
KeHE Distributors, LLC	PLENTIFUL PLANET BRANDS & Design	March 8, 2016	4914152
KeHE Distributors, LLC	KEHE SOLUTIONS	January 6, 2015	4665603
KeHE Distributors, LLC	KEHECONNECT	June 23, 2015	4760808
KeHE Distributors, LLC	KeHE & Design	December 30, 2014	4664448
KeHE Distributors, LLC	KEHE	September 16, 2014	4604099

TRADEMARK APPLICATIONS

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
Kehe Distributors, LLC	KEHE CARES	January 11, 2019	88258878
Kehe Distributors, LLC	KEHE CARES (and design)	January 11, 2019	88258918