

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570255

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POET Holding Company, LLC		04/02/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CoBank, ACB, as Administrative Agent		
Street Address:	6340 S. Fiddlers Green Circle		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	a federally chartered instrumentality: UNITED STATES		
PROPERTY NUMBERS Total: 46			
Property Type	Number	Word Mark	
Registration Number:	1994116	DAKOTA GOLD	
Registration Number:	3476057	DAKOTA GOLD	
Registration Number:	5915974	PROPELLET	
Serial Number:	88627290	PRO50	
Serial Number:	88627297	STAG PARTY	
Registration Number:	5992476	RIPPLE	
Serial Number:	88830947	POET	
Registration Number:	5309602	JIVE	
Registration Number:	4811511	POET GRAIN	
Registration Number:	4776187	HUMAN + NATURE	
Registration Number:	4407385	VOILÁ	
Registration Number:	4380491	FLEX30	
Registration Number:	3955581		
Registration Number:	3799481	INGREENUITY	
Registration Number:	3948572	LOAD TOAD	
Registration Number:	3791863	POET	
Registration Number:	3538487	VITAL	
Registration Number:	3538488	VITAL	
Registration Number:	3565564		

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3558587	
Registration Number:	3568073	O
Registration Number:	3568074	
Registration Number:	3528056	O
Registration Number:	3528057	O
Registration Number:	3528058	O
Registration Number:	3568075	O
Registration Number:	3568072	
Registration Number:	3612895	O
Registration Number:	3502231	POET
Registration Number:	3558032	POET
Registration Number:	3603001	POET
Registration Number:	3565063	POET
Registration Number:	3603003	POET
Registration Number:	3431939	POET
Registration Number:	3528015	POET
Registration Number:	3502233	POET
Registration Number:	3583789	POET
Registration Number:	3505795	POET
Registration Number:	3591746	POET
Registration Number:	3606411	POET
Registration Number:	3591747	POET
Registration Number:	3602982	POET
Registration Number:	3436774	POET
Registration Number:	3531513	POET
Registration Number:	3502198	POET
Registration Number:	3583775	POET

CORRESPONDENCE DATA

Fax Number: 6127661600

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: 612-766-6911

Email: susan.carlson@faegredrinker.com

Correspondent Name: Susan Carlson, Faegre Drinker Biddle

Address Line 1: 90 South 7th St Ste 2200

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Susan Carlson
SIGNATURE:	/e/ Susan Carlson

DATE SIGNED:	04/02/2020
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Total Attachments: 6

- source=POET Holding Company - Confirmatory Grant of SI in Trademarks (PHC - First Lien)#page1.tif
- source=POET Holding Company - Confirmatory Grant of SI in Trademarks (PHC - First Lien)#page2.tif
- source=POET Holding Company - Confirmatory Grant of SI in Trademarks (PHC - First Lien)#page3.tif
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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of April 2, 2020 by and from POET HOLDING COMPANY, LLC, a Delaware limited liability company (the "Grantor"), to and in favor of COBANK, ACB (the "Grantee"), for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor, the Guarantors party thereto, the lenders party thereto and the Grantee have entered into a Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor, the Guarantors party thereto and the Grantee have entered into a Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any of the provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing or otherwise, releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant 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.

4) Governing Law. This Confirmatory Grant 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.

Signature page follows.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the date first written above.

POET HOLDING COMPANY, LLC

By: 

Name: JEFF BROIN

Title: CHAIRMAN + CEO

*Signature Page to Confirmatory Grant of
Security Interest in United States Trademarks*

TRADEMARK
REEL: 006907 FRAME: 0272

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS






Owner	Mark	App. # / Date	Regist. # / Date
POET Holding Company, LLC	DAKOTA GOLD	74/590,036	1,994,116
POET Holding Company, LLC	DAKOTA GOLD	77/355,066	3,476,057
POET Holding Company, LLC	PROPELLET	88/046,476	5,915,974
POET Holding Company, LLC	PRO50	88/627,290 9/23/2019	
POET Holding Company, LLC	STAG PARTY	88/627,297 9/23/2019	
POET Holding Company, LLC	RIPPLE	88/317,081	5,992,476 2/18/2020
POET Holding Company, LLC	POET	88/830,947 3/11/2020	
POET Holding Company, LLC	JIVE	87285862 30-DEC-2016	5309602 17-OCT-2017
POET Holding Company, LLC	POET GRAIN	86482078 16-DEC-2014	4811511 15-SEP-2015
POET Holding Company, LLC	HUMAN + NATURE	86451003 11-NOV-2014	4776187 21-JUL-2015
POET Holding Company, LLC	VOILÁ	85140734 29-SEP-2010	4407385 24-SEP-2013
POET Holding Company, LLC	FLEX30	85049767 27-MAY-2010	4380491 06-AUG-2013
POET Holding Company, LLC	<i>Design Only</i> 	77907312 07-JAN-2010	3955581 03-MAY-2011
POET Holding Company, LLC	INGREENUITY	77868530 09-NOV-2009	3799481 08-JUN-2010
POET Holding Company, LLC	LOAD TOAD	77814540 27-AUG-2009	3948572 19-APR-2011
POET Holding Company, LLC	POET	77463514 01-MAY-2008	3791863 25-MAY-2010
POET Holding Company, LLC	VITAL	77411793 03-MAR-2008	3538487 25-NOV-2008
POET Holding Company, LLC	VITAL	77411840 03-MAR-2008	3538488 25-NOV-2008
POET Holding Company, LLC	<i>Design Only</i> 	77290698 27-SEP-2007	3565564 20-JAN-2009
POET Holding Company, LLC	<i>Design Only</i> 	77289870 26-SEP-2007	3558587 06-JAN-2009
POET Holding Company, LLC	O 	77052048 28-NOV-2006	3568073 27-JAN-2009
POET Holding Company, LLC	<i>Design Only</i> 	77052137 28-NOV-2006	3568074 27-JAN-2009

Exhibit A

US.127117500.02

TRADEMARK
REEL: 006907 FRAME: 0273







Owner	Mark	App. # / Date	Registr. # / Date
POET Holding Company, LLC	O 	77052197 28-NOV-2006	3528056 04-NOV-2008
POET Holding Company, LLC	O 	77052291 28-NOV-2006	3528057 04-NOV-2008
POET Holding Company, LLC	O 	77052349 28-NOV-2006	3528058 04-NOV-2008
POET Holding Company, LLC	O 	77052388 28-NOV-2006	3568075 27-JAN-2009
POET Holding Company, LLC	<i>Design Only</i> 	77051811 28-NOV-2006	3568072 27-JAN-2009
POET Holding Company, LLC	O 	77051846 28-NOV-2006	3612895 28-APR-2009
POET Holding Company, LLC	POET	77037271 06-NOV-2006	3502231 16-SEP-2008
POET Holding Company, LLC	POET	77037361 06-NOV-2006	3558032 06-JAN-2009
POET Holding Company, LLC	POET	77037387 06-NOV-2006	3603001 07-APR-2009
POET Holding Company, LLC	POET	77037701 06-NOV-2006	3565063 20-JAN-2009
POET Holding Company, LLC	POET	77037764 06-NOV-2006	3603003 07-APR-2009
POET Holding Company, LLC	POET	77037822 06-NOV-2006	3431939 20-MAY-2008
POET Holding Company, LLC	POET	77037868 06-NOV-2006	3528015 04-NOV-2008
POET Holding Company, LLC	POET	77037933 06-NOV-2006	3502233 16-SEP-2008
POET Holding Company, LLC	POET	77037968 06-NOV-2006	3583789 03-MAR-2009
POET Holding Company, LLC	POET	77023565 18-OCT-2006	3505795 23-SEP-2008
POET Holding Company, LLC	POET	77023677 18-OCT-2006	3591746 17-MAR-2009
POET Holding Company, LLC	POET	77023807 18-OCT-2006	3606411 14-APR-2009
POET Holding Company, LLC	POET	77023864 18-OCT-2006	3591747 17-MAR-2009
POET Holding Company, LLC	POET	77023916 18-OCT-2006	3602982 07-APR-2009
POET Holding Company, LLC	POET	77024314 18-OCT-2006	3436774 27-MAY-2008
POET Holding Company, LLC	POET	77024330 18-OCT-2006	3531513 11-NOV-2008
POET Holding Company, LLC	POET	77024440 18-OCT-2006	3502198 16-SEP-2008

Exhibit A

US.127117500.02

TRADEMARK
REEL: 006907 FRAME: 0274

Owner	Mark	App. # / Date	Regist. # / Date
POET Holding Company, LLC	POET	77024451 18-OCT-2006	3583775 03-MAR-2009