

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM572903

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	3

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Beyond Meat, Inc.		04/21/2020	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	JPMorgan Chase Bank, N.A., as administrative agent
<b>Street Address:</b>	10 South Dearborn
<b>Internal Address:</b>	Middle Market Servicing
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603-2300
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	86202495	BEYOND BEEF
Serial Number:	88346086	BEYOND BURGER
Serial Number:	86202491	BEYOND CHICKEN
Serial Number:	85606344	BEYOND MEAT
Serial Number:	87479168	BEYOND SAUSAGE
Serial Number:	88346088	
Serial Number:	88164538	GO BEYOND
Serial Number:	88835461	PLANT-BASED GREAT TASTE
Serial Number:	86918080	THE BEYOND BURGER
Serial Number:	87360042	THE COOKOUT CLASSIC
Serial Number:	86526271	THE FUTURE OF PROTEIN
Serial Number:	87463132	THE FUTURE OF PROTEIN BEYOND MEAT

## 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: 3127018637

CH \$315.00 86202495

**Email:** IPDocket@mayerbrown.com  
**Correspondent Name:** William R. Siegel, Mayer Brown LLP  
**Address Line 1:** 71 S. Wacker Drive  
**Address Line 4:** Chicago, ILLINOIS 60606

**ATTORNEY DOCKET NUMBER:** 20644403

**NAME OF SUBMITTER:** William R. Siegel

**SIGNATURE:** /william r siegel/

**DATE SIGNED:** 04/21/2020

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of April 21, 2020 is among Beyond Meat, Inc., a Delaware corporation (the "Debtor"), and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Security Agreement, defined below).

### WITNESSETH

WHEREAS, pursuant to a Credit Agreement, dated as of April 21, 2020 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), by and among the Debtor, the Lenders party thereto and the Administrative Agent, the Lenders have extended Commitments to make Loans and issue Letters of Credit to the Borrower;

WHEREAS, the Debtor has entered into a Pledge and Security Agreement dated as of April 21, 2020, with the Administrative Agent (as amended, supplemented, restated, replaced or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, as a condition precedent to the making of the Loans and issuance of Letters of Credit, the Debtor is required to execute and deliver this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor agrees, for the benefit of the Administrative Agent and each other Secured Party, as follows:

**Section 1. Definitions.** Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement or Credit Agreement, as applicable. The following terms shall have the following meanings:

"Intellectual Property" means all rights, title and interests in or relating to intellectual property and industrial property arising under any Requirement of Law and all IP Ancillary Rights relating thereto, including all Copyrights, Patents, Trademarks, Internet domain names, Trade Secrets and IP Licenses.

"IP Ancillary Rights" means, with respect to any Intellectual Property, as applicable, all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of, such Intellectual Property, all foreign counterparts thereto, and all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Intellectual Property throughout the world, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof.

**Section 2. Grant of Security Interest in the Collateral.** The Debtor grants to the Administrative Agent for the benefit of the Secured Parties a continuing lien on and security interest in all of the following property of the Debtor (the "Collateral"), whether now owned or hereafter acquired:

(a) **Trademarks.** Trademarks, whether now owned or hereafter acquired, or in which the Debtor now has or hereafter acquires any rights (the term "Trademarks" means (a) all right, title and interests in 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 related IP Ancillary Rights), and the goodwill associated therewith, now existing or hereafter adopted or acquired, including all registrations and recordations thereof, and all applications in connection therewith, registered or submitted with the United States Patent and Trademark Office or any similar office or agency outside the United States; and (b) all renewals thereof, without limitation, each Trademark application and registration listed on Schedule A hereto);

(b) **Licenses.** IP Licenses, whether now owned or hereafter acquired, or in which the Debtor now has or hereafter acquires any rights (the term "IP Licenses" means all agreements granting any right, title and interest in or to any Intellectual Property under which a Grantor is a licensor); and

(c) **Proceeds and Products.** All proceeds and products of the foregoing and all insurance of the foregoing and proceeds thereof, whether now existing or hereafter arising, including, without limitation, (A) any claims by the Debtor against third parties for damages by reason of past, present or future infringement or dilution of any Trademark or of any Trademark licensed under any IP License, or for injury to the goodwill of the business connected with the use of, or symbolized by, any Trademark or of any Trademark licensed under any IP License, and (B) any claim by the Debtor against third parties for damages by reason of past, present or future misappropriation or wrongful use or disclosure of any trade secret or other property or right described above or of any such trade secret or other property or right licensed under any license or agreement described above, and together with the right to sue for and collect the damages described in the immediately preceding clause (A).

Notwithstanding anything to the contrary in clauses (a) - (c) above, the security interest created by this Agreement shall not extend to, and the term "Collateral" shall not include (i) 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, or (ii) assets in respect of which pledges and security interests are prohibited by applicable U.S. law, rule or regulation or agreements with any U.S. governmental authority (other than to the extent that such prohibition would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408, 9-409 or other applicable provisions of the UCC of any relevant jurisdiction or any other applicable law); provided that, immediately upon the ineffectiveness, lapse or termination of any such prohibitions, such assets shall automatically cease to be excluded from the Collateral.

**Section 3. Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the benefit of the Secured Parties pursuant to the Security Agreement, and each Debtor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the 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 Security Agreement, the provisions of the Security Agreement shall control.

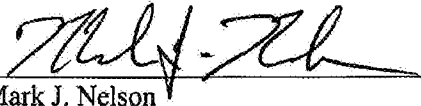
**Section 4. Continuing Agreement.** This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until payment in full of all Secured Obligations.

**Section 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.** The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed and delivered as of the date first above written.

BEYOND MEAT, INC.


By:   
Name: Mark J. Nelson  
Title: Chief Financial Officer and Treasurer

*Signature Page to Trademark Security Agreement*

TRADEMARK  
REEL: 006920 FRAME: 0329

Accepted and agreed to as of the date first above written.



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

By:   
Name: Eleftherios Karsos  
Title: Authorized Officer

**SCHEDULE A**

**TO TRADEMARK COPYRIGHT SECURITY AGREEMENT**

**Trademark Registrations and Applications**

<b>Ser. No.</b>	<b>Registration/ Application No.</b>	<b>Mark</b>	<b>Owner of Record</b>
86202495	4654352	BEYOND BEEF	Beyond Meat, Inc.
88346086	5910554	BEYOND BURGER	Beyond Meat, Inc.
86202491	4654351	BEYOND CHICKEN	Beyond Meat, Inc.
85606344	4314689	BEYOND MEAT	Beyond Meat, Inc.
87479168	5504568	BEYOND SAUSAGE	Beyond Meat, Inc.
88346088	5910555	DESIGN ONLY (Bull in cape design)  	Beyond Meat, Inc.
88164538	5928278	GO BEYOND	Beyond Meat, Inc.
88835461	88835461	PLANT-BASED GREAT TASTE	Beyond Meat, Inc.
86918080	5101972	THE BEYOND BURGER	Beyond Meat, Inc.
87360042	5388655	THE COOKOUT CLASSIC	Beyond Meat, Inc.
86526271	4852710	THE FUTURE OF PROTEIN	Beyond Meat, Inc.
87463132	5499242	THE FUTURE OF PROTEIN BEYOND MEAT (and Design)  	Beyond Meat, Inc.