

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613355

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Red Monkey Foods, Inc.		12/09/2020	Corporation: DELAWARE
RMF Salt Holdings LLC		12/09/2020	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Varagon Capital Partners Agent, LLC, as Administrative Agent
Street Address:	c/o Cortland Capital Market Services LLC, 225 W. Washington Street, 9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	88101044	TRAIN HARD RECOVER EASY
Serial Number:	87597581	REDMONKEY
Serial Number:	87598112	REDMONKEY
Serial Number:	86919591	GOOD FLAVORS
Serial Number:	86156393	GOOD FLAVORS
Serial Number:	88350182	SHERPA PINK
Serial Number:	87587614	SAN FRANCISCO BATH SALT COMPANY
Serial Number:	86882748	SAN FRANCISCO SALT CO. PURVEYORS OF PREM
Serial Number:	86482921	JUST ADD SALT
Serial Number:	85870301	SAN FRANCISCO SALT COMPANY
Serial Number:	85405321	EPSOAK
Serial Number:	85319647	MINERA
Serial Number:	77253279	RELAXING THE WORLD ONE BATH AT A TIME

CORRESPONDENCE DATA

Fax Number: 3129021061

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.

TRADEMARK

Phone: 312-577-8438
Email: raquel.haleem@katten.com
Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER: Raquel Haleem

SIGNATURE: /Raquel Haleem/

DATE SIGNED: 12/09/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 9, 2020 (this “Trademark Security Agreement”), is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of VARAGON CAPITAL PARTNERS AGENT, LLC (“Varagon”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 9, 2020 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrowers, Holdings, the other Loan Parties, the Lenders from time to time party thereto and Varagon, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the Trademark Collateral):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, however, that the Trademark Collateral shall not include any “intent to use” Trademark applications unless and until a statement of use or amendment to allege use is filed and accepted by the U.S. Patent and Trademark Office or any other filing is made or circumstances otherwise change so that the interests of a Grantor in such trademarks is no longer on an “intent-to-use” basis (at which time such trademarks shall automatically be subject to the security interest granted by the Grantors to the Administrative Agent hereunder).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement 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.

Section 6. Governing Law. This Trademark Security Agreement 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 PAGES FOLLOW]

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

RED MONKEY FOODS, INC.
as Grantor

By: 
Name: Scott Bolonda
Title: President

RMF SALT HOLDINGS LLC
as Grantor

By: 
Name: Scott Bolonda
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

VARAGON CAPITAL PARTNERS AGENT, LLC,
as Administrative Agent

By: Varagon Capital Partners, L.P., its sole member

By: 
Name: Michael Blumberg
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007143 FRAME: 0772

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner/Applicant
TRAIN HARD RECOVER EASY	88101044	8/31/18	5726914	1/29/19	Red Monkey Foods, Inc.
REDMONKEY	87597581	9/6/17	5602753	11/6/18	Red Monkey Foods, Inc.
REDMONKEY	87598112	9/6/17	5602756	11/6/18	Red Monkey Foods, Inc.
GOOD FLAVORS	86919591	2/25/16	5033513	8/30/16	Red Monkey Foods, Inc.
GOOD FLAVORS	86156393	1/2/14	4642771	11/18/14	Red Monkey Foods, Inc.
SHERPA PINK	88350182	3/21/19	6016663	3/24/20	RMF Salt Holdings LLC
SAN FRANCISCO BATH SALT COMPANY	87587614	8/29/17	5451474	4/24/18	RMF Salt Holdings LLC
SAN FRANCISCO SALT CO. PURVEYORS OF PREMIUM SEA SALT N S	86882748	1/21/16	4988825	6/28/16	RMF Salt Holdings LLC
JUST ADD SALT	86482921	12/17/14	4958234	5/17/16	RMF Salt Holdings LLC
SAN FRANCISCO SALT COMPANY	85870301	3/7/13	4425073	10/29/13	RMF Salt Holdings LLC
EPSOAK	85405321	8/23/11	4141844	5/15/12	RMF Salt Holdings LLC
MINERA	85319647	5/12/11	4086997	1/17/12	RMF Salt Holdings LLC
RELAXING THE WORLD ONE BATH AT A TIME	77253279	8/13/07	3425926	5/13/08	RMF Salt Holdings LLC

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES