

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629625

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Once Upon a Farm, LLC		02/11/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank, an Arizona corporation		
Street Address:	55 Almaden Boulevard, Suite 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90237921	A BETTER STORY STARTS HERE	
Serial Number:	90237917	ONCE UPON A FARM	
Serial Number:	87983412	ONCE UPON A FARM	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	7033826485		
Email:	DHall@vlpawgroup.com		
Correspondent Name:	Davis Hall		
Address Line 1:	12703 Hitchcock Court		
Address Line 4:	Reston, VIRGINIA 20191		
NAME OF SUBMITTER:	Davis Hall		
SIGNATURE:	/DavisHall/		
DATE SIGNED:	03/03/2021		
Total Attachments: 7			
source=WAL_Once Upon a Farm_IPSA_2-11-20 (as filed 3-3-21)#page1.tif			
source=WAL_Once Upon a Farm_IPSA_2-11-20 (as filed 3-3-21)#page2.tif			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 11, 2020 (the "Agreement"), between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and ONCE UPON A FARM, LLC, a Delaware limited liability company ("Grantor"), is made with reference to the Loan and Security Agreement, dated as of February 11, 2020 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

ONCE UPON A FARM, LLC

By: 

Name: JOHN FORAKER

Title: CEO

Address for Notices:

Attn:
1440 4th Street
Berkeley, CA 94710
Tel: _____
Fax: _____

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: David Gardea
201 Spear Street, Suite 1500
San Francisco, CA 94105
Tel: (415) 500-8344
Fax: (408) 282-1681

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

ONCE UPON A FARM, LLC

By: _____

Name: _____

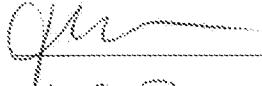
Title: _____

Address for Notices:

Attn:
1440 4th Street
Berkeley, CA 94710
Tel: _____
Fax: _____

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By:  _____

Name: Jeff Brown

Title: Senior Director

Address for Notices:

Attn: David Gardea
201 Spear Street, Suite 1500
San Francisco, CA 94105
Tel: (415) 500-8344
Fax: (408) 282-1681

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist **X**

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>Filing Date:</u>	<u>U.S. Registration Number:</u>	<u>U.S. Registration Date:</u>	<u>Status:</u>
BERRY BERRY, QUITE CONTRARY	87818827	03/02/18	5711270	03/26/19	REGISTERED
PETER BANANA PUMPKIN EATER	87818800	03/02/18	5711269	03/26/19	REGISTERED
WE MAKE HOMEMADE SO YOU DON'T HAVE TO	87551835	08/01/17	5401632	02/13/18	REGISTERED
ONCE UPON A FARM	87535863	07/20/17			ALLOWED
BABY FOOD SO GOOD YOU WILL WANT TO EAT IT TOO	87219882	10/28/16	5191359	04/25/17	REGISTERED
BABY FOOD THE WAY YOU WOULD MAKE IT	87208622	10/19/16	5209301	05/23/17	REGISTERED
THE FAIREST OF PEARS	87201366	10/12/16	5195689	05/02/17	REGISTERED
SUN SHINY STRAWBERRY PATCH	87201332	10/12/16	5195688	05/02/17	REGISTERED
MAGIC VELVET MANGO	87201308	10/12/16	5208919	05/23/17	REGISTERED
BABIES DESERVE REAL FOOD TOO	87189501	09/30/16	5199391	05/09/17	REGISTERED
APPLESAUCE ADVENTURES	87175659	09/16/16	5195249	05/02/17	REGISTERED
GOOD STUFF MAKES A GOOD START	87175384	09/19/16	5190547	04/25/17	REGISTERED
MAMA BEAR BLUEBERRY	87039720	05/17/16			PENDING
FROM THE	87901402	04/30/18	5673426	02/12/19	REGISTERED

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>Filing Date:</u>	<u>U.S. Registration Number:</u>	<u>U.S. Registration Date:</u>	<u>Status:</u>
FRIDGE, NOT THE SHELF					
ANY FRESHER, YOU WOULD HAVE TO PICK IT YOURSELF	86950484	03/23/16	5144846	02/21/17	REGISTERED
ONCE UPON A FARM	86574351	03/24/15	4858269	03/24/15	REGISTERED
JUMP ROPE AND GO BANANAS	86244574	04/07/14	4769912	07/07/15	REGISTERED
A BETTER STORY STARTS HERE	90237921	10/06/2020			PENDING
ONCE UPON A FARM	90237917	10/06/2020			PENDING
ONCE UPON A FARM	87983412	07/20/2017	6240148	01/05/2021	REGISTERED

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>