

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631991

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EAT JUST, INC.		03/15/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HUDSON POST CREDIT OPPORTUNITIES AGGREGATOR II, LLC		
Street Address:	70 East 55th Street		
Internal Address:	Floor 20		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4580172	HAMPTON CREEK	
Registration Number:	4777500	BEYOND EGGS	
Registration Number:	4769129		
Registration Number:	4801159	JUST COOKIE DOUGH	
Registration Number:	4778598	JUST COOKIES	
Registration Number:	4786403	JUST MAYO	
Registration Number:	5171799	JUST SCRAMBLE	
Registration Number:	5009114	WHAT WOULD IT LOOK LIKE IF WE STARTED OV	
Registration Number:	6251781	JUST	
Serial Number:	88786481	EAT JUST	
Serial Number:	90160996	GOOD	
Serial Number:	90161003	GOOD MEAT	
Serial Number:	87873290	JUST	
Serial Number:	88781504	JUST PLANT EGG	
Serial Number:	88294172	MAKE IT JUST	
Serial Number:	90042360	MEAT	
Serial Number:	90480675	NO KILL MEAT	
Serial Number:	88781505	PLANT EGG	

CH \$465.00 4580172

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: 2123186000
Email: jacoblimaldi@paulhastings.com
Correspondent Name: Jacob Limaldi
Address Line 1: 200 Park Avenue
Address Line 2: Floor 26
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	96459-00014
NAME OF SUBMITTER:	Jacob Limaldi
SIGNATURE:	/s/ Jacob Limaldi
DATE SIGNED:	03/15/2021

Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of March 15, 2021, is made by and between EAT JUST, INC., a Delaware corporation (the “Grantor”), and HUDSON POST CREDIT OPPORTUNITIES AGGREGATOR II, LLC, a Delaware limited liability company, as Collateral Agent agent for the Investors referred to below (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”).

The Grantor is party to that Note Purchase Agreement, dated as of the date hereof ((as amended, modified, renewed or extended from time to time, the “Purchase Agreement”), by and among the Grantor, Eat Just Protein, Inc., a Delaware corporation, and the persons and entities listed on the Schedule of Investors attached thereto as Schedule 1 (collectively, the “Investors”). In connection therewith, pursuant to the Security Agreement, dated as of the date hereof (as amended, modified, renewed or extended from time to time, the “Security Agreement”), by and among the Grantor, the other grantors from time to time party thereto, and the Collateral Agent, the Grantor has granted to the Collateral Agent a security interest in all of the Grantor’s present and future assets, including the intellectual property identified below, to secure its Obligations. To supplement the Collateral Agent’s security interest in such intellectual property pursuant to the Security Agreement, the Grantor is executing and delivering this Agreement.

Accordingly, the parties hereto agree as follows:

SECTION 1. Definitions. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Investors, a security interest in all of the Grantor’s right, title and interest in, to and under (a) any Patents now owned or at any time hereafter acquired by the Grantor, including those listed on Schedule I (the “Patent Collateral”) and (b) any Trademarks now owned or at any time hereafter acquired by the Grantor, including those listed on Schedule II (the “Trademark Collateral”).

SECTION 3. Supplement to Security Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral and the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Continuing Security Interest. The Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with the Security Agreement.

SECTION 5. Authorization to Supplement. If the Grantor shall obtain rights to any new Trademarks, any new patentable inventions or become entitled to the benefit of any patent

application or Patent for any reissue, division, or continuation, of any Patent, in each case constituting Collateral, the provisions of this Agreement shall automatically apply thereto. Without limiting the Grantor's obligation under this Section 5, the Grantor authorizes the Collateral Agent to modify this Agreement by amending Schedule I or II to include any such new patent or trademark rights. No failure to so amend Schedule I or II shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I or II.

SECTION 6. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. This Agreement shall also inure to the benefit of the Investors.

SECTION 7. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without reference to conflicts of law provisions.

SECTION 8. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Purchase Agreement.

SECTION 9. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

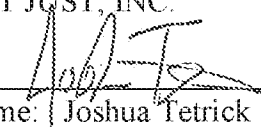
SECTION 10. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of page intentionally left blank]

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

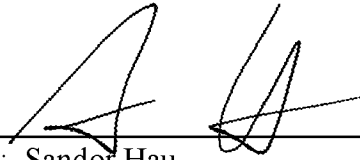
THE GRANTOR:

EAT JUST, INC.

By  _____
Name: Joshua Tetrick
Title: Chief Executive Officer

THE COLLATERAL AGENT

HUDSON POST CREDIT
OPPORTUNITIES AGGREGATOR II,
LLC

By:  _____

Name: Sandor Hau

Title: Managing Director

SCHEDULE I
to the Patent and Trademark Security Agreement

Issued U.S. Patents

Registered Owner	Ref. No.	Patent No.	Issue Date	Title
Eat JUST, Inc.	110US	9,760,834	12-Sep-2017	Discovery Systems for Identifying Entities That Have a Target Property
Eat JUST, Inc.	200US	10,321,705 B2	18-Jun-2019	Functional Mung Bean-Derived Compositions
Eat JUST, Inc.	Vein - US	6,835,390	28-Dec-2004	Method for Producing Tissue Engineered Meat for Consumption

Pending U.S. Patent Applications

Name of Grantor	Ref. No.	Application No.	Issue Date	Title
Eat JUST, Inc.	101USC2	16/354103	14-Mar-2016	PLANT-BASED EGG SUBSTITUTE AND METHOD OF MANUFACTURE
Eat JUST, Inc.	300US	15/436724	17-Feb-2017	Functional Adzuki Bean-Derived Compositions
Eat JUST, Inc.	110USC1	15/665082	31-Jul-2017	Discovery Systems for Identifying Entities That Have a Target Property
Eat JUST, Inc.	600US	16/647830	18-Sep-2017	System and Methods for High Throughput Foam Analyzer
Eat JUST, Inc.	200USC1	15/999320	17-Aug-2018	Functional Mung Bean-Derived Compositions
Eat JUST, Inc.	200USX1	16/428,835	31-May- 2019	Functional Mung Bean-Derived Compositions
Eat JUST, Inc.	1901A01US	16/900719	12-Jun-2020	In Vitro Avian Food Product
Eat JUST, Inc.	2001P01US	62/981890	26-Feb-2020	Pulse Protein Isolation by Ultrafiltration
Eat JUST, Inc.	2001P02US	63/018692	01-May-2020	Pulse Protein Isolation by Ultrafiltration
Eat JUST, Inc.	2002P01US	63/071806	28-Aug-2020	Extrudate Food Compositions

				Comprising Cultivated Animal Cells and Method of Production Thereof
Eat JUST, Inc.	2003P01US	63/094185	20-Oct-2020	Heat Treated Pulse Flours
Eat JUST, Inc.	2004P01US	63/126,159	16-Dec-2020	Cultivated Beef Cells
Eat JUST, Inc.	2004P01US	63/151,497	19-Feb-2021	Isolated Plant Protein
Eat JUST, Inc.	2001A01US	17/186,931	26-Feb-2021	Protein isolation by ultrafiltration

SCHEDULE II
to the Patent and Trademark Security Agreement

Registered U.S. Trademarks

Registered Owner	Registration No.	Registration Date	Mark
Eat JUST, Inc.	4580172	08/05/2014	HAMPTON CREEK
Eat JUST, Inc.	4777500	07/21/2015	BEYOND EGGS (Stylized)
Eat JUST, Inc.	4769129	07/07/2015	BEYOND EGGS Logo (design only)
Eat JUST, Inc.	4801159	08/25/2015	JUST COOKIE DOUGH
Eat JUST, Inc.	4778598	07/21/2015	JUST COOKIES
Eat JUST, Inc.	4786403	08/04/2015	JUST MAYO
Eat JUST, Inc.	5171799	03/28/2017	JUST SCRAMBLE
Eat JUST, Inc.	5009114	07/26/2016	WHAT WOULD IT LOOK LIKE IF WE STARTED OVER?
Eat JUST, Inc.	6251781	01/19/2021	JUST

Pending U.S. Trademark Applications

Owner/Applicant	Application No.	Filing Date	Mark
Eat JUST, Inc.	88786481	02/05/2020	EAT JUST
Eat JUST, Inc.	90160996	09/04/2020	GOOD (and design)
Eat JUST, Inc.	90161003	09/04/2020	GOOD MEAT (and design)
Eat JUST, Inc.	87982999	04/11/2018	JUST (and design, frame)
Eat JUST, Inc.	87873290	04/11/2018	JUST (and design, frame)
Eat JUST, Inc.	88781504	01/31/2020	JUST PLANT EGG (and design)
Eat JUST, Inc.	88294172	02/08/2019	MAKE IT JUST
Eat JUST, Inc.	90042360	07/08/2020	MEAT Logo
Eat JUST, Inc.	90480675	01/21/2021	NO KILL MEAT
Eat JUST, Inc.	88781505	01/31/2020	PLANT EGG