

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643575

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
S & P INGREDIENT DEVELOPMENT, LLC		04/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PROTERRA FINANCE LLC, AS COLLATERAL AGENT		
Street Address:	33 SOUTH SIXTH STREET		
Internal Address:	SUITE 4100		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4591125	SALT FOR LIFE	
Serial Number:	88430954	BEYOND HIMALAYAN	
Serial Number:	88862136	NUFORM	
Serial Number:	88862141	NUSAVOR	
Serial Number:	88862150	NUXTEND	
CORRESPONDENCE DATA			
Fax Number:	6129778650		
<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:	6129778287		
Email:	enewby@taftlaw.com		
Correspondent Name:	Emma Newby		
Address Line 1:	80 South 8th Street		
Address Line 2:	2200 IDS Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	M46838.00005		
NAME OF SUBMITTER:	Emma Newby		
SIGNATURE:	/Emma Newby/		

CH \$140.00 4591125

DATE SIGNED:	04/30/2021
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 30, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by each entity identified as a grantor on the signature pages hereto (collectively referred to herein as the “**Grantors**” and each a “**Grantor**”) in favor of **PROTERRA FINANCE LLC**, a Delaware limited liability company, as Collateral Agent for itself and the Lenders (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, each Grantor is a party to a Security Agreement dated as of April 30, 2021 (the “**Security Agreement**”) between the Grantors and the Collateral Agent pursuant to which each Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. To secure the prompt payment and performance to the Lenders and the Collateral Agent of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for its benefit and the benefit of the Lenders, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Trademark Collateral**”):

2.1.1 the trademark applications and registrations listed on Schedule A hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof;

2.1.2 all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

2.1.3 any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

2.1.4 any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages,

restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to 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 “Allegation 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.

SECTION 3. Recordation

Each Grantor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by the Collateral Agent.

SECTION 4. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent, for its benefit and the benefit of the Lenders, pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark 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 5. 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 LAWS OF THE STATE OF NEW YORK. EACH PARTY HERETO CONSENTS TO JURISDICTION IN ANY STATE OR FEDERAL COURT SITTING IN NEW YORK, NEW YORK, EXCEPT WHERE THE LOCATION OF COLLATERAL MAY CAUSE JURISDICTION TO LIE IN ANOTHER FORUM.

SECTION 6. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original,


but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]


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

GRANTORS:

S & P INGREDIENT DEVELOPMENT, LLC,
a Delaware limited liability company

By: 
Name: Arthur Stickley
Title: Chief Financial Officer

NU-TEK FOOD SCIENCE, LLC,
a Minnesota limited liability company

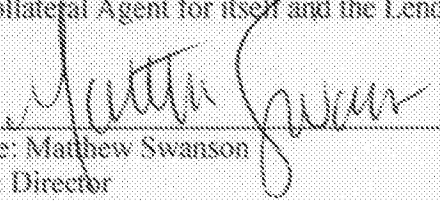
By: 
Name: Arthur Stickley
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

COLLATERAL AGENT

PROTERRA FINANCE LLC,
as Collateral Agent for itself and the Lenders

By: 
Name: Matthew Swanson
Title: Director

[Signature Page to Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Jurisdiction	Mark	Registration No.	Registration Date	Record Owner
USPTO	SALT FOR LIFE	4591125	8/26/2014	S & P Ingredient Development, LLC

TRADEMARK APPLICATION

Jurisdiction	Mark	Serial No.	Application Date	Record Owner
USPTO	BEYOND HIMALAYAN	88430954	5/15/2019	S & P Ingredient Development, LLC
USPTO	NUFORM	88862136	4/7/2020	S & P Ingredient Development, LLC
USPTO	NUSAVOR	88862141	4/7/2020	S & P Ingredient Development, LLC
USPTO	NUXTEND	88862150	4/7/2020	S & P Ingredient Development, LLC