

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650067

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VEG INVEST TRUST		05/25/2021	Trust: GEORGIA
RECEIVING PARTY DATA			
Name:	EAT JUST, INC.		
Also Known As:	JUST, INC.		
Street Address:	2000 FOLSOM STREET		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94110		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4777500	BEYOND EGGS	
Registration Number:	4769129		
Registration Number:	4786403	JUST MAYO	
Registration Number:	5171799	JUST SCRAMBLE	
Registration Number:	4801159	JUST COOKIE DOUGH	
Registration Number:	4778598	JUST COOKIES	
Registration Number:	5009114	WHAT WOULD IT LOOK LIKE IF WE STARTED OV	
Serial Number:	87280065	BLACKBIRD	
Serial Number:	87873290	JUST	
CORRESPONDENCE DATA			
Fax Number:	6784068812		
<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:	678-406-8712		
Email:	tdavis@bakerdonelson.com, kfurr@bakerdonelson.com, gbarnes@bakerdonelson.com, mmsmith@bakerdonelson.com		
Correspondent Name:	Baker Donelson IP Dept		
Address Line 1:	3414 Peachtree Road		
Address Line 2:	Suite 1500		

OP \$240.00 4777500

Address Line 4:	Atlanta, GEORGIA 30326
NAME OF SUBMITTER:	Tami Davis
SIGNATURE:	/tami davis/
DATE SIGNED:	05/27/2021
Total Attachments: 3 source=2021-05-25 Termination Agreement - Fully Executed#page1.tif source=2021-05-25 Termination Agreement - Fully Executed#page2.tif source=2021-05-25 Termination Agreement - Fully Executed#page3.tif	

TERMINATION AGREEMENT

This **TERMINATION AGREEMENT** (the "Agreement") is effective as of May 25, 2021, by and among Eat Just, Inc. (f/k/a Just, Inc.), a Delaware corporation ("Company") and Veg Invest Trust (a/k/a VegInvest Trust) ("Lender"). Terms not otherwise defined herein shall have the meanings given to them in the Loan and Security Agreement as defined below.

WHEREAS, the Company and Lender are parties to that certain Loan and Security Agreement dated as of July 13, 2018, and are parties to the Amendments to Loan and Security Agreement dated November 9, 2018, December 24, 2018, May 2, 2019, May 10, 2019, May 17, 2019, June 10, 2019, June 26, 2019, July 11, 2019, November 29, 2019, April 10, 2020, and November 27, 2020 respectively (collectively, the "LSA").

WHEREAS, Company and Lender have entered into that certain Note Conversion Agreement dated as of May 14, 2021, pursuant to which Lender shall convert the Notes (as defined in the Eleventh Amendment to Loan and Security Agreement) into equity interests of Company (the "Note Conversion Agreement"), which will thereby result in those Notes being terminated.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Lender, intending to be legally bound, hereby agree as follows:

1. Termination. Company and Lender hereby agree that upon the conversion of the Notes into equity interests of Company in favor of Lender and in accordance with the Note Conversion Agreement and the LSA shall be terminated and the Lien (as defined in the LSA) shall be released.
2. Entire Agreement. This Agreement together with the Note Conversion Agreement contain the sole and entire agreement between Company and Lender with respect to the subject matter hereof, and together supersedes any and all prior agreements, understandings, negotiations and discussions, whether oral or written, among Company and Lender with respect to the subject matter hereof. In the event that there is a conflict between this Agreement and the Note Conversion Agreement, the Note Conversion Agreement shall control.
3. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Company and Lender and their respective successors and assigns.
4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (without regard to any applicable conflicts of law principles) applicable to agreements executed and to be performed solely within such state.
5. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto 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.
6. Mutual Release of Claims.
 - a. Lender and on behalf of its predecessors and successors, past and present agents, representatives, partners, directors, officers, attorneys, employees, servants, stockholders, affiliates, subsidiaries, heirs, executors, administrators and assigns, as well as any person acting by, through, under or in concert with any of the foregoing

does hereby release and forever discharge the Company, and its predecessors and successors, past and present agents, representatives, partners, directors, officers, attorneys, employees, servants, stockholders, affiliates, subsidiaries, heirs, executors, administrators and assigns, as well as any person acting by, through, under or in concert with any of the foregoing, from any and all claims, demands, causes of action, obligations, damages, losses, liabilities, contracts, agreements, promises, debts, costs and expenses of any kind whatsoever, whether at law or in equity, asserted or unasserted, known or unknown, suspected or unsuspected, fixed or contingent (collectively, "Claims" and individually, a "Claim"), which such party ever had, now has, or may claim to have against the Company, relating to or arising from the LSA or the Notes.

- b. Company and on behalf of its predecessors and successors, past and present agents, representatives, partners, directors, officers, attorneys, employees, servants, stockholders, affiliates, subsidiaries, heirs, executors, administrators and assigns, as well as any person acting by, through, under or in concert with any of the foregoing does hereby release and forever discharge the Lender, and its predecessors and successors, past and present agents, representatives, partners, directors, officers, attorneys, employees, servants, stockholders, affiliates, subsidiaries, heirs, executors, administrators and assigns, as well as any person acting by, through, under or in concert with any of the foregoing, from any and all claims, demands, causes of action, obligations, damages, losses, liabilities, contracts, agreements, promises, debts, costs and expenses of any kind whatsoever, whether at law or in equity, asserted or unasserted, known or unknown, suspected or unsuspected, fixed or contingent (collectively, "Claims" and individually, a "Claim"), which such party ever had, now has, or may claim to have against the Lender, relating to or arising from the LSA or the Notes.
- c. Lender and Company acknowledge that they have been advised by legal counsel, are familiar with and fully understand the provisions of California Civil Code Section 1542 (or similar provision in the jurisdiction in which such party resides) which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

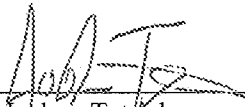
Having been so advised, Lender and Company nevertheless elect to and do assume all rights for Claims known or unknown, suspected or unsuspected, heretofore arising from the subject of this Section 6, and specifically waive any rights such party may have under Section 1542, as well as under any applicable statute or common-law principle with a similar effect.

IN WITNESS WHEREOF, Company and Lender hereto have caused their duly authorized representatives to execute this Agreement as of the date first written above.

[Signature Page Follows]

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

EAT JUST, INC.

By: 
Name: Joshua Tetrick
Title: Chief Executive Officer

VEG INVEST TRUST:


Michael Smith, as trustee of the Veg Invest Trust

[Signature Page to Termination Agreement]