

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651970

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEW DESSERTS, INC.		06/04/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PROTERRA FINANCE LLC, as Collateral Agent		
Street Address:	33 South Sixth Street, Suite 4100		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5470930	JUST DELIGHTS	
Registration Number:	1134249	JUST DESSERTS	
Registration Number:	2878653		
CORRESPONDENCE DATA			
Fax Number:	5032202480		
<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:	503-294-9848		
Email:	lisa.davis@stoel.com		
Correspondent Name:	Daniel R. Kubitz - Stoel Rives LLP		
Address Line 1:	760 SW Ninth Avenue, Suite 3000		
Address Line 4:	Portland, OREGON 97205		
ATTORNEY DOCKET NUMBER:	70981-9		
NAME OF SUBMITTER:	Lisa M. Davis, Paralegal		
SIGNATURE:	/lisamdavis/		
DATE SIGNED:	06/04/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Trademark Security Agreement*”), dated as of June 4, 2021 is made by and between **NEW DESSERTS, INC.**, a California corporation (“*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*”).

RECITALS

A. Grantor is party to a Joinder Agreement of even date herewith whereby Grantor has agreed to become party to and be bound by the terms of (i) that certain Term Loan Agreement, dated as of July 13, 2020, as amended pursuant to the First Amendment to Term Loan Agreement, dated as of April 12, 2021, and the Consent and Second Amendment to Term Loan Agreement, dated as of the date hereof, with, among other parties, the Collateral Agent (as the same may be amended, supplemented, restated, replaced or otherwise modified from time to time, the “*Loan Agreement*”) and (ii) that certain Pledge and Security Agreement, dated as of July 13, 2020, made by and among Grantor, the other parties thereto and Collateral Agent (the “*Security Agreement*”).

B. Under the terms of the Security Agreement, Grantor has granted to the Collateral Agent a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Grantor hereby pledges and grants to Collateral Agent a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the “*Trademark Collateral*”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the “*Trademarks*”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

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

(c) 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

(d) 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.

2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by Collateral Agent.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Collateral Agent with respect to the Trademark Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

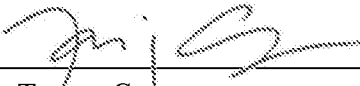
5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[signature page follows]

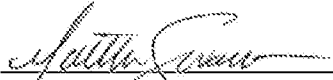
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

NEW DESSERTS, INC.,
a California corporation

By: 
Name: Tanner Cope
Title: Vice President

Accepted and agreed:

PROTERRA FINANCE LLC,
a Delaware limited liability company

By: 
Name: Matthew Swanson
Title: Director

SCHEDULE 1
TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	Record Owner
JUST DELIGHTS	USA	5,470,930	5/15/2018	New Desserts, Inc.
JUST DESSERTS	USA	1134249	4/29/1980, renewed in 2020	New Desserts, Inc.
Design Mark: 	USA	2878653	8/31/2004, renewed in 2013	New Desserts, Inc.

Trademark Applications

N/A