

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM669507

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Suja Life, LLC		08/23/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	10 S. Dearborn, Floor L2, IL1-1145		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6318883	ELEVATED NUTRIENTS	
<b>Registration Number:</b>	6312552	SUJA ORGANIC	
<b>Registration Number:</b>	6322785	MIGHTY DOZEN	
<b>Registration Number:</b>	6141082	SWEET BEETS	
<b>Registration Number:</b>	6142290	DRINK PLANTS. TAKE THEIR POWER!	
<b>Registration Number:</b>	4624554	BERRY GOODNESS	
<b>Registration Number:</b>	4661287	SWEET BEETS	
<b>Registration Number:</b>	4636548	GREEN DELIGHT	
<b>Registration Number:</b>	5193680	BLISS	
<b>Registration Number:</b>	4698481	CHOCOLATE CHARGE	
<b>Registration Number:</b>	4694639	SUJA SPARK	
<b>Registration Number:</b>	4684554	SUJA CLASSIC	
<b>Registration Number:</b>	4606669	SUJA FUEL	
<b>Registration Number:</b>	4504326	SUJA	
<b>Registration Number:</b>	4474812	LEMON LOVE	
<b>Registration Number:</b>	4536181	GREEN SUPREME	
<b>Registration Number:</b>	4470526	TWELVE ESSENTIALS	
<b>Registration Number:</b>	4360327	SUJA	
<b>Registration Number:</b>	4328059	SUJA	
<b>TRADEMARK</b>			

OP \$565.00 6318883

Property Type	Number	Word Mark
Registration Number:	4693020	SUJA GLOW
Registration Number:	5730614	MANGO FUEGO
Registration Number:	4620762	

**CORRESPONDENCE DATA**

**Fax Number:** 7045032622

*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:** 704-503-2600

**Email:** cthomas@kslaw.com

**Correspondent Name:** Courtney Thomas

**Address Line 1:** 300 S Tryon Street, Suite 1700

**Address Line 2:** King & Spalding LLP

**Address Line 4:** Charlotte, NORTH CAROLINA 28202

**ATTORNEY DOCKET NUMBER:** 58708.515010

**NAME OF SUBMITTER:** Courtney Thomas

**SIGNATURE:** /Courtney Thomas/

**DATE SIGNED:** 08/23/2021

**Total Attachments: 8**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") dated as of August 23, 2021, by and between the Grantor listed on the signature page hereof (the "*Grantor*"), and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (together with its permitted successors and assigns, "*Administrative Agent*") for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of August 23, 2021 (as amended, restated, supplemented, extended or otherwise modified from time to time, the "*Credit Agreement*") by and among Suja Life Intermediate II, LLC, a Delaware limited liability company ("*Holdings*"), Suja Merger Sub, LLC, a Delaware limited liability company (the "*Initial Borrower*"), after the consummation of the Merger and after giving effect to the Effective Date Assumption, Suja Life, LLC, a Delaware limited liability company (the "*Company*", and as successor to the Initial Borrower by operation of law, the "*Borrower*"; together with each Restricted Subsidiary of Holdings from time to time party thereto designated as an additional Borrower pursuant to Section 10.22 thereof, each, individually, a "*Borrower*", and collectively, the "*Borrowers*") the Lenders, and Administrative Agent, Lenders are willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to Borrowers and the other Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of August 23, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants and pledges to Administrative Agent, for the ratable benefit of the Secured Parties, a Security Interest in all of such Grantor's right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "*Trademark Collateral*"):

all of such Grantor's Trademarks, including those referred to on Schedule I hereto;

all reissues, continuations or extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor, to Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Grantor.

SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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 provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein.

AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks ownership of any new U.S. applications for registration of and registered trademarks (other than any intent-to-use trademark application constituting Excluded Property) included in the Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give notice in writing to Administrative Agent within such time limit set forth in the Security Agreement with respect to any such new trademarks for which such Grantor files an application for registration with the U.S. Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting the Grantor's obligations under this Section 5, the Grantor hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any new trademark rights registered or applied for trademarks of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to

produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

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.

GOVERNING LAW. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

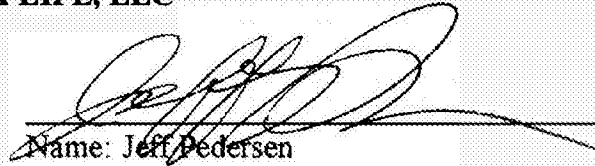
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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer or officers thereunto duly authorized as of the date first above written.

**GRANTOR:**

**SUJA LIFE, LLC**

By:

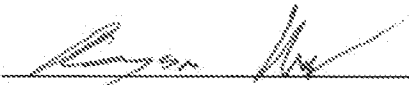
A handwritten signature in black ink, appearing to read "Jeff Pedersen", is written over a horizontal line. The signature is stylized and cursive.

Name: Jeff Pedersen

Title: Chief Financial Officer

**ACKNOWLEDGED AND  
AGREED:**

**JPMORGAN CHASE BANK**, as Administrative  
Agent

By:   
Name: Bryson Kelly  
Title: Vice President

TRADEMARK SECURITY AGREEMENT

**SCHEDULE I**

to

**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Suja Life, LLC DBA Suja Juice LIMITED LIABILITY COMPANY	U.S.	ELEVATED NUTRIENTS	6318883	April 13, 2021
Suja Life, LLC DBA Suja Juice LIMITED LIABILITY COMPANY	U.S.	SUJA ORGANIC	6312552	April 6, 2021
Suja Life, LLC LIMITED LIABILITY COMPANY	U.S.	MIGHTY DOZEN	6322785	April 13, 2021
Suja Life, LLC DBA Suja Juice LIMITED LIABILITY COMPANY	U.S.	SWEET BEETS	6141082	September 1, 2020
Suja Life, LLC DBA Suja Juice LIMITED LIABILITY COMPANY	U.S.	DRINK PLANTS. TAKE THEIR POWER!	6142290	September 1, 2020
Suja Life, LLC DBA Suja Juice LIMITED LIABILITY COMPANY	U.S.	BERRY GOODNESS	4624554	October 21, 2014
Suja Life, LLC DBA Suja Juice LIMITED LIABILITY COMPANY	U.S.	SWEET BEETS	4661287	December 23, 2014
Suja Life, LLC DBA Suja Juice LIMITED LIABILITY COMPANY	U.S.	GREEN DELIGHT	4636548	November 11, 2014
Suja Life, LLC DBA Suja Juice LIMITED	U.S.	(2) DESIGN ONLY	4620762	October 14, 2014

TRADEMARK SECURITY AGREEMENT

**TRADEMARK  
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LIABILITY COMPANY				
Suja Life, LLC DBA Suja Juice LIMITED LIABILITY COMPANY	U.S.	MANGO FUEGO	5730614	April 23, 2019
Suja Life, LLC DBA Suja Juice LIMITED LIABILITY COMPANY	U.S.	BLISS	5193680	May 2, 2017
Suja Life, LLC DBA Suja Juice LIMITED LIABILITY COMPANY	U.S.	CHOCOLATE CHARGE	4698481	March 10, 2015
Suja Life, LLC DBA Suja Juice LIMITED LIABILITY COMPANY	U.S.	SUJA SPARK	4694639	March 3, 2015
Suja Life, LLC DBA Suja Juice LIMITED LIABILITY COMPANY	U.S.	SUJA CLASSIC	4684554	February 10, 2015
Suja Life, LLC DBA Suja Juice LIMITED LIABILITY COMPANY	U.S.	SUJA FUEL	4606669	September 16, 2014
Suja Life, LLC DBA Suja Juice LIMITED LIABILITY COMPANY	U.S.	SUJA	4504326	April 1, 2014
Suja Life, LLC DBA Suja Juice LIMITED LIABILITY COMPANY	U.S.	LEMON LOVE	4474812	January 28, 2014
Suja Life, LLC DBA Suja Juice LIMITED LIABILITY COMPANY	U.S.	GREEN SUPREME	4536181	May 27, 2014
Suja Life, LLC DBA Suja Juice LIMITED LIABILITY COMPANY	U.S.	TWELVE ESSENTIALS	4470526	January 21, 2014
Suja Life, LLC DBA Suja Juice LIMITED	U.S.	SUJA	4360327	July 2, 2013

LIABILITY COMPANY				
Suja Life, LLC DBA Suja Juice LIMITED LIABILITY COMPANY	U.S.	SUJA	4328059	April 30, 2013
Suja Life, LLC DBA Suja Juice LIMITED LIABILITY COMPANY	U.S.	SUJA GLOW	4693020	February 24, 2015

**Trademark Applications**

None.