

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691263

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COOKS VENTURE, INC.		11/12/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ARDARA US DIRECT INVESTMENT INC.		
Street Address:	3rd Floor East Victoria Place, 31 Victoria Street		
City:	Hamilton HM 10		
State/Country:	BERMUDA		
Entity Type:	Corporation: VIRGIN ISLANDS, BRITISH		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6511869	THE FUTURE OF FOOD IS REGENERATIVE	
Registration Number:	6511870		
Registration Number:	6502731	COOKS VENTURE	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	4152686538		
Email:	achung@mofo.com		
Correspondent Name:	Jennifer Lee Taylor, Morrison & Foerster		
Address Line 1:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	0794030000008		
NAME OF SUBMITTER:	Muzamil Huq		
SIGNATURE:	/mhuq/		
DATE SIGNED:	11/30/2021		
Total Attachments: 5			
source=Cooks Venture - Trademark Security Agreement#page1.tif			
source=Cooks Venture - Trademark Security Agreement#page2.tif			
source=Cooks Venture - Trademark Security Agreement#page3.tif			
source=Cooks Venture - Trademark Security Agreement#page4.tif			

CH \$90.00 6511869

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 12, 2021 (this “**Agreement**”), is made by COOKS VENTURE, INC., a Delaware corporation (the “**Borrower**”), in favor of ARDARA US DIRECT INVESTMENT INC., a corporation formed under the laws of the British Virgin Islands, as agent for the Investors (as defined in the Security Agreement) (in such capacity, the “**Agent**”).

W I T N E S S E T H:

WHEREAS, the Borrower is party to that certain Amended & Restated Security Agreement, dated as of the date hereof, in favor of the Agent for the benefit of the Investors described therein (the “**Security Agreement**”) pursuant to which the Borrower is required to execute and deliver this Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, the Borrower has created in favor of the Agent a security interest in, and the Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Agent and the Investors to execute the Notes and to enter into the transactions and obligations contemplated thereby, and to induce the Investors to make their respective extensions of credit to the Borrower thereunder, the Borrower hereby grants to the Agent, for the benefit of the Investors, a security interest in all of the following property now owned or at any time hereafter acquired by the Borrower or in which the Borrower now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof; including, without limitation, the registered and applied-for trademarks listed on Schedule 1 attached hereto (the “**Trademarks**”);

(b) the entire goodwill of or associated with the businesses now or hereafter conducted by the Borrower connected with and symbolized by any of the aforementioned properties and assets;

(c) all accounts, all other proprietary rights, all other intellectual or other similar property and all other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above;

(d) all Books and records pertaining to the foregoing; and

(e) to the extent not otherwise included, all products, Supporting Obligations and Proceeds of any and all of the foregoing;

provided, that (i) notwithstanding anything to the contrary contained in this Agreement or any Note, the security interests created by this Agreement shall not extend to, and the term “Collateral” shall not include any “intent-to-use” trademark application filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act; and (ii) the security interest granted hereby (x) shall attach at all times to all proceeds of such property, (y) shall attach to such property immediately and automatically (without need for any further grant or act) at such time as the condition described in clause (i) ceases to exist and (z) to the extent severable shall in any event attach to all rights in respect of such property that are not subject to the applicable condition described in clause (i).

The security interest granted pursuant to this Agreement is granted in conjunction with security interest granted to the Agent pursuant to the Security Agreement and the Borrower hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks and other assets and intangibles made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

The Borrower hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

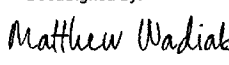
This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery by the Borrower of an executed counterpart of a signature page of this Agreement in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Borrower has caused this AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

BORROWER:

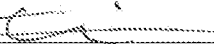
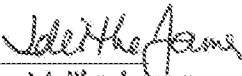
COOKS VENTURE, INC.,
a Delaware corporation

DocuSigned by:

By: _____
Name: Matthew Wadiak
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

ARDARA US DIRECT INVESTMENT INC.,
a corporation formed under the laws of the British Virgin Islands,
as Agent
By: Windstar Limited as director

By:  
Name: Clive Harrison Ideltha James
Title: Authorised Signatories

[Signature Page to Trademark Security Agreement]

sE-4618157