

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691689

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
good2grow LLC		12/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Churchill Agency Services LLC, as Collateral agent		
Street Address:	430 Park Avenue, 14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4805344	GOOD2GROW JUICY WATERS	
Registration Number:	4889860	GOOD2 GROW	
Registration Number:	3959603	WE BOTTLE HEALTHY FUN!	
Registration Number:	5473613	GOOD2 GROW	
Registration Number:	5765003	GOOD2WIN	
Registration Number:	5951093	PODZ	
Registration Number:	4516503	GOOD2GROW	
Registration Number:	6074923	GOOD2GROW	
Registration Number:	6374383	BRING HOME A SMILE	
Registration Number:	6449932	GOOD2GROW	
Registration Number:	2643602	TUMMYTICKLER	
Registration Number:	2975625		
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		

CH \$315.00 4805344

Address Line 1: Sidley Austin LLP
Address Line 2: 2021 McKinney Ave., Suite 2000
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 96939-30880

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 12/01/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 1, 2021 (this “Trademark Security Agreement”), made by good2grow LLC, a Delaware limited liability company (the “Grantor”), in favor of Churchill Agency Services LLC, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to (i) the First Lien Credit Agreement, dated as of December 1, 2021 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among G2G Buyer, LLC, a Delaware limited liability company (the “Initial Borrower”), whose rights and obligations therein will, immediately following the consummation of the Acquisition (as defined in the Credit Agreement), be assumed by good2grow LLC, a Delaware limited liability company (the “Company” and, upon and immediately following the consummation of the Acquisition, the “Borrower”), G2G Intermediate LLC, a Delaware limited liability company (“Holdings”), the Lenders from time to time party thereto and Churchill Agency Services LLC, as Administrative Agent and Collateral Agent, (ii) the Guaranty, (iii) each Secured Hedge Agreement and (iv) each Secured Cash Management Agreement.

WHEREAS, the Grantor is party to the First Lien Security Agreement, dated as of December 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in, all of the Grantor’s right, title or interest in or to any and all of the Owned Trademarks to the extent included in the Collateral (the “Trademark Collateral”), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of any of the Trademark Collateral, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantor

hereby acknowledge and affirm 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and its permitted successors and permitted assigns.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. This Trademark Security Agreement shall terminate upon the termination of the Security Agreement in accordance with its terms. Upon termination and at written request of the Grantor, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

[Signature Page Follows]

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

GOOD2GROW LLC,

as Grantor

Signed by:
Gunnar Olson

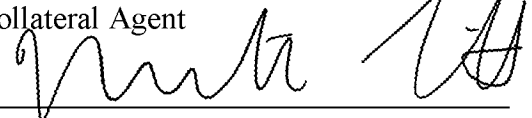
By: _____

Name: Gunnar Olson

Title: Chief Executive Officer

Accepted and Agreed:

CHURCHILL AGENCY SERVICES LLC,
as Collateral Agent

By: 

Name: Mathew Linett

Title: Senior Managing Director

Signature Page to Project Spout Trademark Security Agreement