

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691756

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
good2grow LLC		12/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AUDAX PRIVATE DEBT LLC		
Street Address:	101 Huntington Avenue, 25th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
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:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		

OP \$315.00 4805344

Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 12/01/2021

Total Attachments: 7

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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 Audax Private Debt LLC, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Second 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 assigned to and 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 Audax Private Debt LLC, as Administrative Agent and Collateral Agent and (ii) the Guaranty.

WHEREAS, the Grantor is party to the Second 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:

AUDAX PRIVATE DEBT LLC,
as Collateral Agent

By:  _____

Name: Blake Loweth

Title: Authorized Signatory


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS


UNITED STATES TRADEMARKS:

Applications –

None.

Registrations –

Trademark	Registration Date	Registration Number	Owner
GOOD2GROW JUICY WATERS	September 1, 2015	4805344	good2grow LLC
GOOD2 GROW	January 19, 2016	4889860	good2grow LLC
WE BOTTLE HEALTHY FUN!	May 10, 2011	3959603	good2grow LLC
GOOD2 GROW	May 22, 2018	5473613	good2grow LLC
GOOD2WIN	May 28, 2019	5765003	good2grow LLC
PODZ	December 31, 2019	5951093	good2grow LLC
GOOD2GROW	April 15, 2014	4516503	good2grow LLC
GOOD2GROW and Design 	June 9, 2020	6074923	good2grow LLC
BRING HOME A SMILE	June 1, 2021	6374383	good2grow LLC

Trademark	Registration Date	Registration Number	Owner
GOOD2GROW	August 10, 2021	6449932	good2grow LLC
TUMMYTICKLER	October 29, 2002	2643602	good2grow LLC
Design Only  RN: SN: 78229272	July 26, 2005	2975625	good2grow LLC