

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM692343

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pure Hothouse Foods Inc.		03/05/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	100 King Street West		
Internal Address:	18th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5X 1A1		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Serial Number:	86401589	POCO BITES	
Serial Number:	77807059	PURE FLAVOR	
Serial Number:	86160337	BUMBLES	
Serial Number:	85371174	JUNO	
Serial Number:	86049050	SANGRIA	
Serial Number:	86049065	SANGRIA	
Serial Number:	87129922	CLOUD 9	
Serial Number:	77807021	PURE HOTHOUSE FOODS INC.	
Serial Number:	85631396	ROSATO	
Serial Number:	85371358	LUNA	
Serial Number:	87719158	MINI MUNCHIES	
Serial Number:	87719182	MINI MUNCHIES	
Serial Number:	87825673	A LIFE OF PURE FLAVOR	
Serial Number:	87825681	FLAVOR UP	
Serial Number:	87825660	FUELING HEALTHY LIVES	
Serial Number:	87825653	GROWING HEALTHY FAMILIES	
Serial Number:	87825638	LIVE DELICIOUSLY	
Serial Number:	87825629	PURE FLAVOR	

OP \$915.00 86401589

Property Type	Number	Word Mark
Serial Number:	88457114	
Serial Number:	88244067	REDZILLA
Serial Number:	88432298	ORIANA
Serial Number:	88366441	CRAFT HOUSE COLLECTION
Serial Number:	88594279	SNACK+
Serial Number:	88668501	FUEL UP WITH FRESH
Serial Number:	88630627	RED ROYALS MAJESTICALLY SWEET
Serial Number:	90047513	UNO 1 BITES
Serial Number:	90047501	UNO 1 BITES
Serial Number:	90149272	A TINY TASTE OF HEAVEN
Serial Number:	90149162	CLOUD 9 A TINY TASTE OF HEAVEN
Serial Number:	90142287	STINGRAYS
Serial Number:	90142470	THRILL SEEKING FLAVOR
Serial Number:	90446921	SWEET BLOOMS
Serial Number:	90446963	BERRIOUSLY DELICIOUS
Serial Number:	90447017	SWEET BLOOMS
Serial Number:	90606189	PURE FLAVOR
Serial Number:	90845065	THRILL SEEKING FLAVOR

CORRESPONDENCE DATA

Fax Number: 6137839690

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: 6137839644

Email: anna.clark@dentons.com

Correspondent Name: Anna Clark c/o Dentons Canada LLP

Address Line 1: 99 Bank Street, Suite 1420

Address Line 4: Ottawa, Ontario, CANADA K1P1H4

NAME OF SUBMITTER: Anna Clark

SIGNATURE: /Anna Clark/

DATE SIGNED: 12/03/2021

Total Attachments: 11

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**CONFIRMATION OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

WHEREAS Pure Hothouse Foods Inc. (the "**Debtor**") is the owner of the intellectual property set forth in Schedule A hereto, the registrations and applications for the intellectual property identified therein and any underlying goodwill associated with such intellectual property (collectively, the "**Intellectual Property**");

AND WHEREAS the Debtor has delivered a general security agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") to Bank of Montreal, as Agent (the "**Secured Party**"), and all terms used herein as defined terms shall have the respective meanings ascribed thereto in the Security Agreement;

AND WHEREAS pursuant to the Security Agreement, the Debtor pledges, assigns, mortgages, charges and hypothecates to the Secured Party and grants to the Secured Party a security interest in favour of the Secured Party in, *inter alia*, all present and future intangibles of the Debtor, including all of its present and future goodwill, intellectual property and choses in action of every nature and kind, including without limitation the Intellectual Property (the "**Security Interest**");

AND WHEREAS the Debtor and the Secured Party desire to record this Confirmation with the Canadian Intellectual Property Office and the United States Patent and Trademark Office and such other authorities as the Secured Party desires to provide third parties with notice of the grant of the Security Interest;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the terms and obligations set forth in the Security Agreement, the Debtor hereby confirms the granting of the Security Interest to the Secured Party.

The Debtor agrees that this Confirmation may be recorded with the Canadian Intellectual Property Office and the United States Patent and Trademark Office and such other authorities as the Secured Party desires to provide notice to third parties of the Security Interest granted under the Security Agreement.

Notwithstanding the foregoing, nothing herein shall be deemed to supersede, nor shall anything herein be used for the purpose of interpreting, the Security Agreement, and this Confirmation is not intended to alter in any way the rights or obligations of the Debtor or the Secured Party set forth in the Security Agreement. For the avoidance of doubt, if the terms of this Confirmation conflict with the Security Agreement, the terms of the Security Agreement shall govern.

This Confirmation shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[Remainder of page intentionally blank; signature page follows.]

DATED as of the 5th day of ~~February~~^{February}, 2021. ~~February~~ March, 2021.

DEBTOR:

PURE HOTHOUSE FOODS INC.

Per: _____

Name: Jamie Moracci

Title: President

I have the authority to bind the Debtor.

SECURED PARTY:

BANK OF MONTREAL, AS AGENT

Per: _____

Name: Francois Wentzel

Title: Managing Director

Per: _____

Name: Amelie Garneau

Title: Managing Director

We have the authority to bind the Bank.

DATED as of the 5th day of ~~February, 2021~~ March, 2021.

DEBTOR:

PURE HOTHOUSE FOODS INC.

Per: _____

Name: Jamie Moracci

Title: President

I have the authority to bind the Debtor.

SECURED PARTY:

BANK OF MONTREAL, AS AGENT

Per:  _____

Name: Francois Wentzel

Title: Managing Director

Per:  _____

Name: Amelie Garneau

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We have the authority to bind the Bank.