

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM699965

<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>
COOKS VENTURE, INC.		01/05/2022	Corporation: DELAWARE
COOKS VENTURE POULTRY, INC.		01/05/2022	Corporation: DELAWARE
COOKS VENTURE POULTRY JAY, INC.		01/05/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CULTIVIAN SANDBOX FOOD & AGRICULTURE FUND III, LP		
<b>Street Address:</b>	1000 W. Fulton Market, Suite 213		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60607-1299		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6511869	THE FUTURE OF FOOD IS REGENERATIVE	
<b>Registration Number:</b>	6511870		
<b>Registration Number:</b>	6502731	COOKS VENTURE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	4152687810		
<b>Email:</b>	hcheng@mofo.com		
<b>Correspondent Name:</b>	Muzamil Huq		
<b>Address Line 1:</b>	425 Market Street		
<b>Address Line 2:</b>	Morrison & Foerster LLP		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	79403-8		
<b>NAME OF SUBMITTER:</b>	Muzamil Huq		
<b>SIGNATURE:</b>	/MHuq/		

CH \$90.00 6511869

<b>DATE SIGNED:</b>	01/05/2022
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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 5, 2022 (this “*Agreement*”), is made by COOKS VENTURE, INC., a Delaware corporation, COOKS VENTURE POULTRY, INC., a Delaware corporation, and COOKS VENTURE POULTRY JAY, INC., a Delaware corporation (individually and collectively, jointly and severally, the “*Borrower*”), in favor of CULTIVIAN SANDBOX FOOD & AGRICULTURE FUND III, LP, a Delaware limited partnership, as agent for the Lenders (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 Security Agreement, dated as of the date hereof, in favor of the Agent for the benefit of the Lenders 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 Lenders to execute the Notes and to enter into the transactions and obligations contemplated thereby, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Borrower hereby grants to the Agent, for the benefit of the Lenders, a security interest in all of the following property now owned or at any time hereafter acquired by such Borrower or in which such 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

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

COOKS VENTURE POULTRY, INC.,  
a Delaware corporation

By: Matthew Wadiak  
Name: Matthew Wadiak  
Title: Authorized Person

COOKS VENTURE POULTRY JAY, INC.,  
a Delaware corporation

By: Matthew Wadiak  
Name: Matthew Wadiak  
Title: Authorized Person

*[Signature Page to Trademark Security Agreement]*

Accepted and Agreed:

CULTIVIAN SANDBOX FOOD & AGRICULTURE FUND III, LP,  
a Delaware limited partnership,  
as Agent


By: Cultivian Sandbox Venture Partners III, LLC,  
its General Partner

By: *Taryn Goodman Gallery*  
Name: Taryn Goodman Gallery  
Title: Managing Director

*[Signature Page to Trademark Security Agreement]*

Schedule 1

**TRADEMARKS**Trademark Registrations and Applications

No.	Title/Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
1	THE FUTURE OF FOOD IS REGENERATIVE	88308167	20-FEB- 2019	6511869	05-OCT- 2021	COOKS VENTURE, INC.
2		88308196	20-FEB- 2019	6511870	05-OCT- 2021	COOKS VENTURE, INC.
3	COOKS VENTURE  COOKS VENTURE	88298189	12-FEB- 2019	6502731	28-SEP- 2021	COOKS VENTURE, INC.
4	TWO WINTERS [Cross References: 2 WINTERS]  TWO WINTERS	88221289	07-DEC- 2018	N/A	N/A	COOKS VENTURE, INC.

sf-4651255

RECORDED: 01/05/2022

TRADEMARK  
REEL: 007551 FRAME: 0207