

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM704705

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COOKS VENTURE, INC.		01/26/2022	Corporation: DELAWARE
COOKS VENTURE POULTRY, INC.		01/26/2022	Corporation: DELAWARE
COOKS VENTURE POULTRY JAY, INC.		01/26/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	NEWLIGHT CAPITAL LLC		
Street Address:	1135 Kildaire Farm Road, Suite 200		
City:	Cary		
State/Country:	NORTH CAROLINA		
Postal Code:	27511		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88221289	TWO WINTERS	
Registration Number:	6502731	COOKS VENTURE	
Registration Number:	6511869	THE FUTURE OF FOOD IS REGENERATIVE	
Registration Number:	6511870		
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera, Senior Paralegal		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		

CH \$115.00 88221289

DATE SIGNED:

01/26/2022

Total Attachments: 6

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SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “Short Form 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 (each individually, a “Grantor”, and collectively, the “Grantors”), and dated as of January 26, 2022, in favor of **NEWLIGHT CAPITAL LLC**, a North Carolina limited liability company, as servicer (“Servicer”), (i) for itself and for the benefit of **UMB BANK, NATIONAL ASSOCIATION**, as Trustee, solely in its capacity as disbursing agent (“Disbursing Agent”) and the Insurer, and (ii) as collateral agent for the benefit of the Trustee under the Trust Indenture.

WITNESSETH:

WHEREAS, the Grantors and Servicer entered into an Intellectual Property Security Agreement dated as of January 26, 2022 (as amended, restated, modified or supplemented from time to time, the “Intellectual Property Security Agreement”), and this Short Form Agreement is a supplement to the Intellectual Property Security Agreement; and

WHEREAS, this Short Form Agreement is executed for the purpose of filing a short form intellectual property security agreement with the United States Patent and Trademark Office (the “USPTO”) and the United States Copyright Office (the “USCO”), which sets forth the Grantors’ pledge of their intellectual property as a first priority security interest for certain indebtedness and other obligations of Grantors;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration as set forth in the Intellectual Property Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Grantors and Servicer hereby agree as follows:

1. GRANT OF SECURITY INTEREST.

Each Grantor hereby pledges, assigns and grants to Servicer (and its successors and assigns), (x)(i) for the benefit of the Servicer, (ii) as representative and for the benefit of the Insurer and (iii) as representative and for the benefit of Disbursing Agent, in order to secure prompt repayment and performance of any and all Obligations and in order to secure prompt performance by Grantors and each other Co-Obligor of each of their agreements, covenants and duties under the Disbursement Documents, and (y) as collateral agent for the benefit of the Trustee under the Trust Indenture in order to secure prompt repayment of any and all obligations of Grantors and each other Co-Obligor under the Trust Transaction Documents and in order to secure prompt performance by Grantors and each other Co-Obligor of each of their agreements, covenants and duties under the Trust Transaction Documents, a continuing security interest in and a lien upon, and a collateral assignment of, all of the following (being collectively referred to herein as the “IP Collateral”):

- a. all of its now existing or hereafter acquired right, title and interest in and to all patents, trademarks, copyrights, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing, and any reissues, divisions, continuations, continuations-in-part, renewals, extensions, and/or reexaminations of any of the foregoing, as may at any time be filed in the USPTO or in any similar office or agency of the United States, any State thereof, any political subdivision thereof, or in any other country, including, without limitation, those set forth on Schedule A; provided, however, such security interest shall not extend to any

“intent-to-use” trademark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein);

- b. all rights of any kind whatsoever accruing under any of the foregoing throughout the world, including, without limitation, all rights under and interests in any and all patent, copyright or trademark licenses, whether written or oral, with any other party, and whether such Grantor is a licensee or licensor under any such license (all of the foregoing are referred to, collectively, as the “Licenses”);
- c. all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation payments under any and all Licenses at any time entered into in connection therewith; and
- d. any and all claims and/or causes of actions with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including without limitation all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present, and/or future infringement, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. MISCELLANEOUS

- a. To the extent that any Grantor creates or acquires any items of the type described in Section 1 after the date hereof, the same shall immediately constitute IP Collateral for purposes hereof from and after the date of such creation or acquisition and shall immediately be subject to the security interest and assignment set forth herein. Grantors shall give to Servicer written notice of any such creation or acquisition (that is not Excluded Property) within 15 days thereof. Upon the request of Servicer, Grantors shall promptly execute any and all assignments, agreements, instruments, documents and other papers as may be reasonably requested by Servicer to evidence and/or perfect the security interest in and collateral assignment of such items in favor of Servicer, including, without limitation, in Servicer’s discretion, a modification, amendment or supplement hereof or a new short form intellectual property security agreement with respect thereto.
- b. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, Commissioner of Copyrights and any other government officials to record this Short Form Agreement upon request of Servicer.
- c. This Short Form Agreement has been entered into pursuant to, and in conjunction with, the Intellectual Property Security Agreement, and the terms and provisions thereof are incorporated by reference herein. The rights and remedies of Servicer with respect to the security interests described herein are as provided by the

Intellectual Property Security Agreement and nothing in this Short Form Agreement shall be deemed to limit such rights and remedies.

- d. This Short Form Agreement is binding on and shall inure to the benefit of the parties hereto, and their respective successors and assigns.
- e. All capitalized terms not expressly defined herein shall have the definitions ascribed to them in the Intellectual Property Security Agreement and the Disbursing Agreement (as defined in the Intellectual Property Security Agreement) and are incorporated herein by reference. If there is a conflict between the definitions, terms, and/or provisions of this Short Form Agreement and the Intellectual Property Security Agreement, the definitions, terms, and/or provisions of the Intellectual Property Security Agreement shall control.
- f. This Short Form Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. Delivery of an executed signature page or counterpart (or electronic image or scan transmission (such as a "pdf" file) thereof), whether by facsimile transmission, email, similar form of electronic transmission or otherwise (and whether executed manually, electronically or digitally), shall be effective as delivery of a manually executed counterpart of this Short Form Agreement and shall create a valid and binding obligation of the party executing the same or on whose behalf such signature page or counterpart is executed.
- g. THIS SHORT FORM AGREEMENT SHALL BE GOVERNED BY NEW YORK LAW, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THAT WOULD RESULT IN THE APPLICATION OF THE LAW OF A STATE OTHER THAN NEW YORK.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have duly executed this Short Form Agreement as of the date first above written.

COOKS VENTURE, INC., as Grantor

By: Matthew Wadiak
Name: Matthew Wadiak
Title: CEO

COOKS VENTURE POULTRY, INC., as Grantor

By: Matthew Wadiak
Name: Matthew Wadiak
Title: CEO

COOKS VENTURE POULTRY JAY, INC., as Grantor

By: Matthew Wadiak
Name: Matthew Wadiak
Title: CEO

[Signature Page to Short Form IP Agreement]

TRADEMARK
REEL: 007568 FRAME: 0175

ACCEPTED AND AGREED:

NEWLIGHT CAPITAL LLC, as Servicer

By: Kevin Wallace
Name: Kevin Wallace
Title: Vice President

[Signature Page to Short Form IP Agreement]


TRADEMARK
REEL: 007568 FRAME: 0176

SCHEDULE A
TO
SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents & Patent Applications

Grantor	Application Number	Application Date	Title	Registration Number	Registration Date
None.					

Trademark Registrations & Trademark Applications

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Trademark</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Cooks Venture, Inc.	United States	Two Winters	88/221,289	12/7/2018		
Cooks Venture, Inc.	United States	Cooks Venture	88/298,189	2/12/2019	6502731	9/28/2021
Cooks Venture, Inc.	United States	The Future of Food is Regenerative	88/308,167	2/20/2019	6511869	10/5/2021
Cooks Venture, Inc.	United States		88/308,196	2/20/2019	6511870	10/5/2021

Copyright Registrations & Copyright Applications

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Copyright</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
None.						

Licenses

None.