

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM717791

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Moose of Boulder, LLC		03/30/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Greenline CDF Subfund XXIII LLC		
Street Address:	1555 Blake Street, Suite 210		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88632967	BLUE MOOSE	
Serial Number:	85655322	BLUE MOOSE OF BOULDER	
CORRESPONDENCE DATA			
Fax Number:	3032231111		
<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:	3032231100		
Email:	DNTrademarkDocket@BHFS.com		
Correspondent Name:	Sarah K. Dewar		
Address Line 1:	410 Seventeenth St., Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	019753.0045		
NAME OF SUBMITTER:	Sarah K. Dewar		
SIGNATURE:	/Sarah K. Dewar/		
DATE SIGNED:	03/30/2022		
Total Attachments: 3			
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TRADEMARK SECURITY AGREEMENT

March 30, 2022

WHEREAS, BLUE MOOSE OF BOULDER, LLC, a Delaware limited liability company (the “**Grantor**”), is a party to that certain Credit and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used herein without definition shall have the meanings set forth in the Credit Agreement), among the Grantor, the other Loan Parties from time to time party thereto and GREENLINE CDF SUBFUND XXIII LLC, a Delaware limited liability company (together with its successors and assigns, the “**Lender**”), pursuant to which the Grantor has pledged and granted to Lender a security interest in all of the Grantor’s right, title and interest in, to and under all of its personal property, including without limitation the trademarks and trademark applications, together with the goodwill of the business symbolized thereby, listed on **Schedule A** hereto; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Credit Agreement that the Grantor execute and deliver, and cause to be filed in the United States Patent and Trademark Office, this Trademark Security Agreement (this “**Trademark Security Agreement**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

As collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Term Loan, the Grantor hereby pledges and grants to the Lender a security interest in all of the Grantor’s right, title, and interest in, to and under all of the trademarks and trademark applications, whether now owned or hereafter acquired and whether now existing or hereafter coming into existence, of the Grantor that are issued by or filed with the United States Patent and Trademark Office, including the trademarks and trademark applications, together with the goodwill of the business symbolized thereby, listed on **Schedule A** hereto.

At such time as the Term Loan has been paid in full, at the sole expense of the Grantor, the Lender shall execute and deliver to the Grantor documents to evidence the termination of this Trademark Security Agreement and the security interest created hereby.


Notwithstanding the foregoing, in the event of any conflict between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall control.

This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Colorado, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction.

[signature page to follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

BLUE MOOSE OF BOULDER, LLC, as Grantor

By: 
Name: Brady Cummings
Title: Director of Finance

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007675 FRAME: 0950

Schedule A

1. TRADEMARKS AND TRADEMARK APPLICATIONS:

Mark	Serial No./ Reg. No.	Jurisdiction	Filed	Reg. Date	Class and Description of Goods Covered	Owner of Record	Status
BLUE MOOSE	88632967	Colorado	September 26, 2019	April 28, 2020	IC 029. US 046. G & S: Hummus; Cheese spreads; Cheese in the form of dips; Fruit-based spreads; Snack dips; Vegetable-based spreads. FIRST USE: 20190923. FIRST USE IN COMMERCE: 20190923 IC 030. US 046. G & S: Pesto; Salsa. FIRST USE: 20190923. FIRST USE IN COMMERCE: 20190923	(REGISTRANT) Blue Moose of Boulder, LLC LIMITED LIABILITY COMPANY DELAWARE 1733 Majestic Drive, Unit 103 Lafayette COLORADO 80026	Active
BLUE MOOSE OF BOULDER	85655322	Colorado	June 19, 2012	July 16, 2013	IC 029. US 046. G & S: [Cheese;] Cheese spreads; [Cream cheese;] Dips; [Tapenades] ; Vegetable- based spreads. FIRST USE: 20120000. FIRST USE IN COMMERCE: 20120000 IC 030. US 046. G & S: Salsa. FIRST USE: 20120000. FIRST USE IN COMMERCE: 20120000	(LAST LISTED OWNER) BLUE MOOSE OF BOULDER, LLC LIMITED LIABILITY COMPANY DELAWARE 1733 Majestic Drive, Unit 103 Lafayette COLORADO 80026	Active