

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM749223

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Happy Planet Foods, Inc.		07/12/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	The Bank of Nova Scotia		
Street Address:	4715 Tahoe Blvd.		
City:	Mississauga, Ontario		
State/Country:	CANADA		
Postal Code:	L4W 0B4		
Entity Type:	Company: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	90342534	MORNIN' OATZ	
Registration Number:	6624604	HAPPY PLANET CREAMERY	
Registration Number:	6624605	HAPPY PLANET CREAMERY	
Registration Number:	5510626	FEEL GOOD FOOD (AND JUICES)	
Registration Number:	5510627	FEEL GOOD FOOD	
Registration Number:	2820133	HAPPY PLANET	
CORRESPONDENCE DATA			
Fax Number:	2064641496		
<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:	2066266000		
Email:	trademarks@stokeslaw.com		
Correspondent Name:	Leslie C. Vander Griend		
Address Line 1:	1420 Fifth Avenue, Suite 3000		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	62285-001		
NAME OF SUBMITTER:	Leslie C. Vander Griend		
SIGNATURE:	/Leslie C. Vander Griend/		
DATE SIGNED:	08/17/2022		

CH \$165.00 90342534

Total Attachments: 13

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**SECURITY AGREEMENT
(TRADEMARK)**

THIS SECURITY AGREEMENT (TRADEMARK) (the "**Agreement**"), dated as of July 12, 2022, is between HAPPY PLANET FOODS, INC. (the "**Grantor**"), and THE BANK OF NOVA SCOTIA (the "**Secured Party**").

WITNESSETH

WHEREAS, pursuant to a credit agreement dated January 20, 2022 (together with all amendments and other modifications, if any, from time to time thereafter made thereto and any replacements thereof, the "**Credit Agreement**"), between Grantor, Earth's Own Foods Inc., Soylutions Inc. and the Secured Party, the Secured Party has committed to extend a credit facility to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered to the Secured Party, *inter alia*, a general security agreement dated July 12, 2022 (collectively, together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "**Security Agreement**");

WHEREAS, as a condition precedent to extending the credit under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Party to continue the extension of credit to the Grantor pursuant to the Credit Agreement, the Grantor agrees with the Secured Party as follows:

1. Definitions

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

2. Grant of Security Interest

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in all of the Grantor' right title and interest in the following property (the "**Trademark Collateral**"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "**Trademark**"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not; and all common law rights thereto, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the Canadian Trademark Office, the United States Trademark Office, or in any office or agency of Canada or any foreign country, including those Trademarks referred to in Addendum I hereto;

(b) all Trademark licenses, including, without limitation, each Trademark license referred to in Part B of Addendum I hereto (the "**Trademark Licenses**") and the Grantor hereby assigns, transfers

and sets over to the Secured Party, all right, title and interest of the Assignor in and to the Trademark Licenses and the rights of the Grantor under the Trademark Licenses;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Addendum I hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

3. Representations and Warranties

The Grantor hereby represents and warrants to the Secured Party that:

(a) The Grantor has all right, title and interest in all Trademarks reasonably necessary for the conduct of its business;

(b) The Grantor is not infringing on the intellectual property rights of any person;

(c) The Grantor is the owner or licensee, as the case may be, of the Trademark Collateral, and that all applications and registrations are valid and in good standing, and that all such trade-marks have been in continuous use in association with the wares and services in respect of which such trade-marks are registered;

(d) there has been no infringement, passing off or any other claims made against the Grantor or any of Trademark Collateral; and

(e) that the Grantor has in place and will maintain such confidentiality and other agreements as may be necessary from time to time to preserve Trademark Collateral, and obtain from all employees (and appropriate third parties providing services to the Grantor), releases of any claims against Trademark Collateral.

4. Covenants

The Grantor hereby agrees with the Secured Party that:

(a) the grants, assignments, transfers, mortgages and charges created hereby with respect to the Trademark Collateral shall be security interests therein (including in any royalties or other like payments to which the Grantor may be entitled for any Trademark Collateral it licenses to others) and, to the extent that such security interests constitute assignments, shall not constitute an absolute (but only a conditional) assignment of the Grantor's interest in such Trademark Collateral; and

(b) it will maintain and preserve, and cause each of its subsidiaries (if any) to maintain and preserve, all of the Trademark Collateral (including without limitation, trade-marks, trade-mark applications, design marks and design mark applications described in this Agreement) so as to permit the Grantor's business to be properly and advantageously conducted at all times.

5. Security Agreement

This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the Canadian Trademark Office, the United States Trademark Office, and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement. The Security Agreement (and all

rights and remedies of the Secured Party) shall remain in full force and effect in accordance with its terms.

6. Release of Security Interest

Upon payment in full of all Obligations and the termination of all of the Secured Party's commitments under the Credit Agreement, the Secured Party shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

7. Acknowledgment

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

8. Counterparts

This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

- Signatures on Next Page -


9. References to Corporations, Secured Party

Each reference in this Agreement to any body corporate (including the Grantor and the Secured Party) shall be construed so as to include such body corporate and its successors, both immediate and derivative, to the extent the context so admits. Each reference to the Secured Party shall include any assignee of or successor to the rights of the Secured Party. Each reference to the Secured Party shall also include any permitted assignees of all or any part of any Lender's Commitment under the Credit Agreement from time to time.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTOR:


HAPPY PLANET FOODS, INC.

By: 
Name: M. NATHOO
Title: CEO

Notice Address:
#700-4445 Lougheed Highway, Burnaby, BC V5C 0E4
Attention: _____
Facsimile: _____

SECURED PARTY:

THE BANK OF NOVA SCOTIA

By: 
Name: Jason Kitamura
Title: Director, National Accounts

Notice Address:
4715 Tahoe Blvd, Mississauga ON L4W 0B4
Attention: Business Service Centre
Facsimile: bsc@scotiabank.com

ADDENDUM I

PART A

**TRADEMARK NUMBERS
AND PENDING TRADEMARK APPLICATION NUMBERS**

(Attach Copies of Relevant Application/Registration)

1) Canada

See attached.

2) United States

See attached.

3) Other Countries


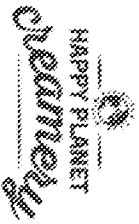
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PART B

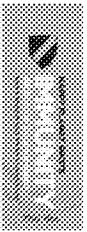
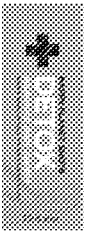
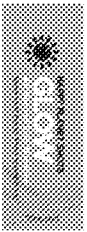


TRADEMARK LICENSES

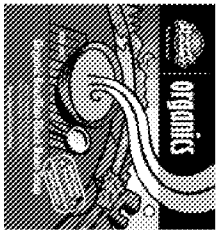
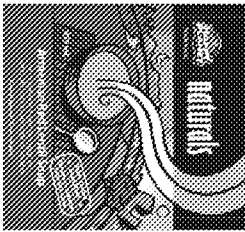
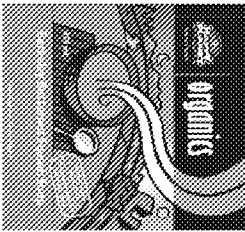
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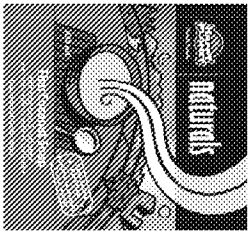
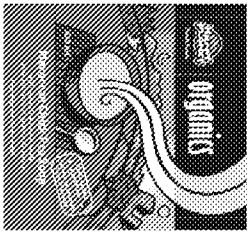
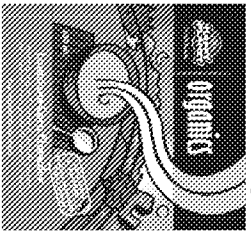
Marks Owned by Happy Planet Foods, Inc.

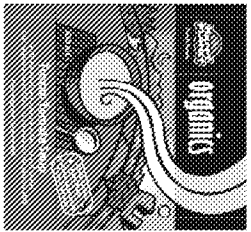


Trademark	Status	Application Number	Application Date	Registration Number	Registration Date	Owner
HAPPY PLANET EAT. GOOD. & Design	Formalized (Pending)	App 2100913	App 20-APR-2021	N/A	N/A	Happy Planet Foods, Inc.
 eat. good.						
MORNIN' OATZ	Formalized (Pending)	App 2066061	App 24-NOV-2020	N/A	N/A	Happy Planet Foods, Inc.
ETHIC-ALL	Formalized (Pending)	App 2004865	App 07-JAN-2020	N/A	N/A	Happy Planet Foods, Inc.
HAPPY PLANETS	Registration pending (Pending)	App 1925765	App 17-OCT-2018			Happy Planet Foods, Inc.
HAPPY PLANET CREAMERY	Registered	App 1925763	App 17-OCT-2018	Reg TMA1102812	Reg 25-JUN-2021	Happy Planet Foods, Inc.
HAPPY PLANET CREAMERY & Design	Registered	App 1925764	App 17-OCT-2018	Reg TMA1102811	Reg 25-JUN-2021	Happy Planet Foods, Inc.
						
DAILY SQUEEZE	Registered	App 1783588	App 20-MAY-2016	Reg TMA986714	Reg 12-DEC-2017	Happy Planet Foods, Inc.
EXTREME C	Registered	App 1674662	App 29-APR-2014	Reg TMA906996	Reg 22-JUN-2015	Happy Planet Foods, Inc.
EXTREME ENERGY	Registered	App 1674667	App 29-APR-2014	Reg TMA906999	Reg 22-JUN-2015	Happy Planet Foods, Inc.
FRESH SOUP LOVE	Registered	App 1650746	App 05-NOV-2013	Reg TMA895525	Reg 30-JAN-2015	Happy Planet Foods, Inc.
LET'S SPOON	Registered	App 1650748	App 05-NOV-2013	Reg TMA895526	Reg 30-JAN-2015	Happy Planet Foods, Inc.


Trademark	Status	Application Number	Application Date	Registration Number	Registration Date	Owner
	Registered	App 1601438	App 07-NOV-2012	Reg TMA937020	Reg 06-MAY-2016	Happy Planet Foods, Inc.
FEEL GOOD FOOD	Registered	App 1601442	App 07-NOV-2012	Reg TMA936912	Reg 05-MAY-2016	Happy Planet Foods, Inc.
FEEL GOOD FOOD (AND JUICES)	Registered	App 1601444	App 07-NOV-2012	Reg TMA936913	Reg 05-MAY-2016	Happy Planet Foods, Inc.
HAPPY PLANET	Registered	App 1478900	App 28-APR-2010	Reg TMA836179	Reg 09-NOV-2012	Happy Planet Foods, Inc.
HAPPY PLANET HEALTH SHOTS	Registered	App 1469739	App 16-FEB-2010	Reg TMA836178	Reg 09-NOV-2012	Happy Planet Foods, Inc.
ESSENTIAL ENERGY	Registered	App 1434467	App 14-APR-2009	Reg TMA780342	Reg 21-OCT-2010	Happy Planet Foods, Inc.
HAPPY PLANET ORGANIC HEALTH & Design	Registered	App 1422532	App 19-DEC-2008	Reg TMA752026	Reg 03-NOV-2009	Happy Planet Foods, Inc.
HAPPY PLANET SHOTS ENERGY + ALL NATURAL BODY + MIND FUEL & Design	Registered	App 1420706	App 04-DEC-2008	Reg TMA751948	Reg 03-NOV-2009	Happy Planet Foods, Inc.

Trademark	Status	Application Number	Application Date	Registration Number	Registration Date	Owner
 HAPPY PLANET SHOTS IMMUNITY ALL NATURAL DEFENCE BOOST & Design	Registered	App 1420707	App 04-DEC-2008	Reg TMA751946	Reg 03-NOV-2009	Happy Planet Foods, Inc.
 HAPPY PLANET SHOTS DETOX ALL NATURAL BODY PURIFIER & Design	Registered	App 1420708	App 04-DEC-2008	Reg TMA753258	Reg 18-NOV-2009	Happy Planet Foods, Inc.
 HAPPY PLANET SHOTS GLOW ALL NATURAL SKIN NUTRITION & Design	Registered	App 1420709	App 04-DEC-2008	Reg TMA751944	Reg 03-NOV-2009	Happy Planet Foods, Inc.
 ORGANIC SOUTH INDIA SPLIT PEA SOUP & Design	Registered	App 1418065	App 12-NOV-2008	Reg TMA743184	Reg 09-JUL-2009	Happy Planet Foods, Inc.
 ORGANIC BRAZILIAN BLACK BEAN SOUP & Design	Registered	App 1418066	App 12-NOV-2008	Reg TMA743183	Reg 09-JUL-2009	Happy Planet Foods, Inc.


Trademark	Status	Application Number	Application Date	Registration Number	Registration Date	Owner
						
ARMENIAN RED LENTIL SOUP & Design	Registered	App 1381528	App 31-JAN-2008	Reg TMA726462	Reg 21-OCT-2008	Happy Planet Foods, Inc.
						
BERKELEY BUTTERNUT SQUASH SOUP	Registered	App 1381529	App 31-JAN-2008	Reg TMA726463	Reg 21-OCT-2008	Happy Planet Foods, Inc.
						
THAI COCONUT SOUP	Registered	App 1381530	App 31-JAN-2008	Reg TMA726464	Reg 21-OCT-2008	Happy Planet Foods, Inc.

Trademark	Status	Application Number	Application Date	Registration Number	Registration Date	Owner
	Registered	App 1381531	App 31-JAN-2008	Reg TMA726465	Reg 21-OCT-2008	Happy Planet Foods, Inc.
	Registered	App 1381532	App 31-JAN-2008	Reg TMA726461	Reg 21-OCT-2008	Happy Planet Foods, Inc.
	Registered	App 1381533	App 31-JAN-2008	Reg TMA726647	Reg 23-OCT-2008	Happy Planet Foods, Inc.

Trademark	Status	Application Number	Application Date	Registration Number	Registration Date	Owner
						
ABUNDANT C	Registered	App 1360675	App 22-AUG-2007	Reg TMA728722	Reg 18-NOV-2008	Happy Planet Foods, Inc.
EXTREME GREEN	Registered	App 1360676	App 22-AUG-2007	Reg TMA719556	Reg 28-JUL-2008	Happy Planet Foods, Inc.
EXTREME PURPLE	Registered	App 1360677	App 22-AUG-2007	Reg TMA719557	Reg 28-JUL-2008	Happy Planet Foods, Inc.
CLEAN GREEN	Registered	App 1360683	App 22-AUG-2007	Reg TMA728732	Reg 18-NOV-2008	Happy Planet Foods, Inc.
HAPPY PLANET	Registered	App 1355988	App 17-JUL-2007	Reg TMA823304	Reg 03-MAY-2012	Happy Planet Foods, Inc.
HAPPY PLANET ORGANIC	Registered	App 1325343	App 22-NOV-2006	Reg TMA699755	Reg 30-OCT-2007	Happy Planet Foods, Inc.
HAPPY PLANET ORGANIC & Design	Registered	App 1325345	App 22-NOV-2006	Reg TMA699754	Reg 30-OCT-2007	Happy Planet Foods, Inc.
						
HAPPY PLANET & Design	Registered	App 1284892	App 04-JAN-2006	Reg TMA679928	Reg 22-JAN-2007	Happy Planet Foods, Inc.
						
HAPPY PLANET	Registered	App 886259	App 31-JUL-1998	Reg TMA664406	Reg 17-MAY-2006	Happy Planet Foods, Inc.

Trademark	Status	Application Number	Application Date	Registration Number	Registration Date	Owner
MICROJUCERY	Registered	App 886261	App 31-JUL-1998	Reg TMAA547943	Reg 11-JUL-2001	Happy Planet Foods, Inc.
HAPPY PLANET & DESIGN	Registered	App 773157	App 10-FEB-1995	Reg TMAA461237	Reg 16-AUG-1996	Happy Planet Foods, Inc.
						

Marks Owned by Happy Planet Foods, Inc. (US)

Trademark	Status	Application Number	Application Date	Registration Number	Registration Date	Owner
MORNIN OATZ	Pending	App 90342534	App 25-NOV-2020			HAPPY PLANET FOODS, INC. (Canada)
HAPPY PLANET CREAMERY	Registered Section 44(D)	App 88173278	App 29-OCT-2018	Reg 6624604	Reg 25-JAN-2022	HAPPY PLANET FOODS, INC. (Canada)
HAPPY PLANET CREAMERY						
HAPPY PLANET CREAMERY						
HAPPY PLANET CREAMERY	Registered Section 44(D)	App 88173364	App 29-OCT-2018	Reg 6624605	Reg 25-JAN-2022	HAPPY PLANET FOODS, INC. (Canada)
						
FEEL GOOD FOOD (AND JUICES)	Registered	App 85846755	App 11-FEB-2013	Reg 5510626	Reg 10-JUL-2018	HAPPY PLANET FOODS, INC. (Canada)
FEEL GOOD FOOD	Registered	App 85846781	App 11-FEB-2013	Reg 5510627	Reg 10-JUL-2018	HAPPY PLANET FOODS, INC. (Canada)
HAPPY PLANET	Registered	App 75982816	App 08-SEP-1998	Reg 2820133	Reg 02-MAR-2004	HAPPY PLANET FOODS, INC. (Canada)

TRADEMARK