

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM749224

<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>
Earth's Own Foods Inc.		07/12/2022	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Bank of Nova Scotia		
<b>Street Address:</b>	4715 Tahoe Blvd.		
<b>City:</b>	Mississauga, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	L4W 0B4		
<b>Entity Type:</b>	Company: CANADA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88309995	EARTH'S OWN	
<b>Serial Number:</b>	88301253	WE DIG PLANTS.	
<b>Serial Number:</b>	88301258	WE DIG PLANTS. EARTH'S OWN	
<b>Registration Number:</b>	5841942	HAPPY PLANET	
<b>Registration Number:</b>	2582477	SO NICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	2066266000		
<b>Email:</b>	trademarks@stokeslaw.com		
<b>Correspondent Name:</b>	Leslie C. Vander Griend		
<b>Address Line 1:</b>	1420 Fifth Avenue, Suite 3000		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101		
<b>ATTORNEY DOCKET NUMBER:</b>	62285-001		
<b>NAME OF SUBMITTER:</b>	Leslie C. Vander Griend		
<b>SIGNATURE:</b>	/Leslie C. Vander Griend/		
<b>DATE SIGNED:</b>	08/17/2022		
<b>Total Attachments: 9</b>			

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**SECURITY AGREEMENT  
(TRADEMARK)**

THIS SECURITY AGREEMENT (TRADEMARK) (the "**Agreement**"), dated as of July 12, 2022, is between EARTH'S OWN 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, Happy Planet 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 -*

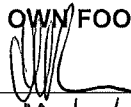
**9. References to Corporations, Secured Party**

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:**

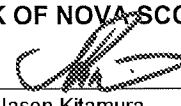
**EARTH'S OWN FOODS INC.**

By:   
Name: Mahesh 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**



See attached.

**PART B**

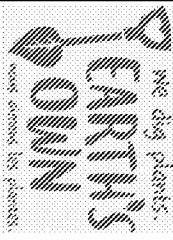
**TRADEMARK LICENSES**

Trademarks that have been licensed from others by the Customer	Date of Agreement	Name of Licensor	Address of Licensor
SO GOOD		Australian Conference Association Limited	148 Fox Valley Road, Wahroonga, New South Wales 2076, Australia
SUNRISE		Sunrise Markets Inc.	728-650 West 41 <sup>st</sup> Avenue, North Tower, Oakridge Mall, Vancouver, British Columbia, V5Z 2N9

## Marks Owned by Earth's Own Foods Inc.


Trademark	Status	Application Number	Application Date	Registration Number	Registration Date	Owner
SO NICE ORGANICS & Design 	Formalized (Pending)	App 2039281	App 10-JUL-2020	N/A	N/A	Earth's Own Foods Inc.
SO NICE BIOLOGIQUE & Design 	Formalized (Pending)	App 2039282	App 10-JUL-2020	N/A	N/A	Earth's Own Foods Inc.
EARTH'S OWN NAKED AVOINE	Formalized (Pending)	App 1996136	App 14-NOV-2019	N/A	N/A	Earth's Own Foods Inc.
EARTH'S OWN NAKED OAT	Formalized (Pending)	App 1991377	App 21-OCT-2019	N/A	N/A	Earth's Own Foods Inc.
EARTH'S OWN NAKED ALMOND	Formalized (Pending)	App 1991378	App 21-OCT-2019	N/A	N/A	Earth's Own Foods Inc.
EARTH'S OWN	Approved (Pending)	App 1946359	App 14-FEB-2019	N/A	N/A	Earth's Own Foods Inc.
NOUS AIMONS LES PLANTES.	Approved (Pending)	App 1935664	App 12-DEC-2018	N/A	N/A	Earth's Own Foods Inc.
WE DIG PLANTS.	Approved (Pending)	App 1935663	App 12-DEC-2018	N/A	N/A	Earth's Own Foods Inc.

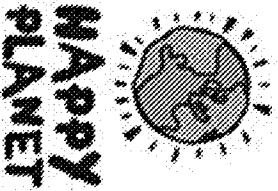




Trademark	Status	Application Number	Application Date	Registration Number	Registration Date	Owner
EARTH'S OWN & Design	Approved (Pending)	App 1935665	App 12-DEC-2018	N/A	N/A	Earth's Own Foods Inc.
ALMOND FRESH	Registered	App 1432488	App 26-MAR-2009	Reg TMA786224	Reg 31-DEC-2010	Earth's Own Foods Inc.
EARTH'S OWN	Registered	App 1359444	App 01-AUG-2007	Reg TMA777362	Reg 17-SEP-2010	Earth's Own Foods Inc.
RYZA	Registered	App 1268404	App 12-AUG-2005	Reg TMA797651	Reg 16-MAY-2011	Earth's Own Foods Inc.
Yü	Registered	App 1078841	App 12-OCT-2000	Reg TMA569401	Reg 23-OCT-2002	Earth's Own Foods Inc.

## Marks Owned by Earth's Own Foods Inc. (US)

Trademark	Status	Application Number	Application Date	Registration Number	Registration Date	Owner
EARTH'S OWN	Pending	App 88309995	App 21-FEB-2019			Earth's Own Foods Inc. Note: This mark has been assigned to Earth's Own Foods Inc. However, currently, the owner listed on records is Happy Planet Foods, Inc. as documents have been submitted but the Trademarks Office has not yet recorded the changes.
WE DIG PLANTS.	Pending	App 88301253	App 14-FEB-2019			Earth's Own Foods Inc. Note: This mark has been assigned to Earth's Own Foods Inc. However, currently, the owner listed on records is Happy Planet Foods, Inc. as documents have been submitted but the Trademarks Office has not yet recorded the changes.
EARTH'S OWN WE DIG PLANTS. 	Published (Pending)	App 88301258	App 14-FEB-2019			Earth's Own Foods Inc. Note: This mark has been assigned to Earth's Own Foods Inc. However, currently, the owner listed on records is Happy Planet Foods, Inc. as documents have been submitted but the

Trademark	Status	Application Number	Application Date	Registration Number	Registration Date	Owner
HAPPY PLANET	Registered Section 44(D)	App 85846737	App 11-FEB-2013	Reg 5841942	Reg 27-AUG-2019	EARTH'S OWN FOOD COMPANY INC. (Canada)
						
SO NICE	Registered	App 75102072	App 10-MAY-1996	Reg 2582477	Reg 18-JUN-2002	EARTH'S OWN FOOD COMPANY INC. (Canada)

**TRADEMARK**

**REEL: 007824 FRAME: 0745**

**RECORDED: 08/17/2022**