

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM777343

<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>
SAN DIEGO FARMS LLC		12/29/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PROTERRA FINANCE 2 LLC, as Collateral Agent		
<b>Street Address:</b>	33 South Sixth Street, Suite 4100		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6052747	FRESH ORIGINS MICROGREENS	
<b>Registration Number:</b>	6052748	FRESH ORIGINS	
<b>Registration Number:</b>	6198298	MINI FRUIT CRYSTALS	
<b>Registration Number:</b>	6198299	FRUIT CRYSTALS	
<b>Registration Number:</b>	6198300	HERB CRYSTALS	
<b>Registration Number:</b>	6358924	FLOWER CRYSTALS	
<b>Registration Number:</b>	6190100	SAVORTREE	
<b>Registration Number:</b>	5561910	SAVORTREE	
<b>Registration Number:</b>	4983065	BRIGHTFRESH	
<b>Registration Number:</b>	5230197	PETITE	
<b>Registration Number:</b>	4371756	FRESHSPICE	
<b>Registration Number:</b>	4307025	FLOWER CRYSTALS	
<b>Registration Number:</b>	4315079	HERB CRYSTALS	
<b>Registration Number:</b>	4558141	FRESH ORIGINS	
<b>Registration Number:</b>	4500162	FRESH ORIGINS	
<b>Registration Number:</b>	1809375	SWEET PETITE	
<b>Registration Number:</b>	5564544	MINI FLOWER CRYSTALS	
<b>Registration Number:</b>	5564549	MINI HERB CRYSTALS	
<b>Registration Number:</b>	5816551	PETITE	
		<b>TRADEMARK</b>	

**CORRESPONDENCE DATA****Fax Number:** 5032202480*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.***Phone:** 503-294-9848**Email:** lisa.davis@stoel.com**Correspondent Name:** Stoel Rives LLP - Kristin E. Russell**Address Line 1:** 760 SW Ninth Avenue, Suite 3000**Address Line 4:** Portland, OREGON 97205**ATTORNEY DOCKET NUMBER:** 70981-27**NAME OF SUBMITTER:** Lisa M. Davis, Paralegal**SIGNATURE:** /lmdavis/**DATE SIGNED:** 12/29/2022**Total Attachments: 7**

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GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of December 29, 2022 (this “Security Interest”), is made by SAN DIEGO FARMS LLC, a Delaware limited liability company (the “Grantor”), in favor of PROTERRA FINANCE 2 LLC, as Collateral Agent for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below), with principal offices at 33 South Sixth Street, Suite 4100, Minneapolis, MN 55402 (the “Grantee”).

**WHEREAS**, the Grantor and Grantee have entered into those certain Credit Agreement, Security Agreement, and Pledge Agreement, each dated as of December 29, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Documents”); and

**WHEREAS**, the Credit Documents require the Grantor to execute and deliver this Security Interest.

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Documents, the Grantor hereby agrees as follows:

Defined Terms. Capitalized terms used herein without definition shall have the definitions given to them in the Credit Documents.

Grant of Security Interest in Trademark Collateral. As security for the prompt and complete payment and performance when due of all of its Obligations, the Grantor does hereby pledge and grant to the Grantee, in each case for the benefit of the Secured Creditors, a continuing security interest in all of the right, title and interest of such Grantor in, to and under all of the following, or in which or to which such Grantor has any rights, in each case whether now existing or hereafter from time to time acquired, but excluding any Excluded Property (the “Trademark Collateral”):

all Trademarks and all licenses providing for the grant by or to such Grantor of any right under any Trademark, in each case including, without limitation, those referred to on Schedule A hereto;

all renewals and extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each such Trademark;  
and

all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

As used herein, “Trademarks” shall mean all right, title and interest in and to any trademarks, service marks and trade names now held or hereafter acquired by any Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by any Grantor, which are registered or filed in the United States Patent and Trademark Office, as well as any unregistered trademarks and service marks used by any Grantor, and any trade dress including logos, designs, fictitious business names and other business identifiers used by any Grantor; provided that in each case, “Trademarks” shall not include any “intent-to-use” application for registration of a Trademark 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, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use application or any registration that issues from such intent-to-use application under applicable federal law.

Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

Credit Documents. The security interest granted pursuant to this Security Interest is granted in conjunction with the security interest granted to the Grantee pursuant to the Credit Documents, and Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Documents, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Security Interest and the Credit Documents, the terms of the Credit Documents shall control.

Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor remains liable for all duties and obligations arising under or with respect to the Trademark Collateral, and, subject to the exercise of any right or remedy by the Grantee, Grantor further agrees that Grantor shall have full and complete responsibility for any prosecution, defense or enforcement of, or any other action reasonably necessary in connection with, the rights of Grantor with respect to all Trademark Collateral.

Counterparts; Telecopied Signatures. This Security Interest and any waiver or amendment hereto may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement. This Security Interest may be executed and delivered by facsimile or electronic transmission all with the same force and effect as if the same was a fully executed and delivered original executed counterpart hereof. The words "execute," "execution," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Security Interest and the transactions contemplated hereby (including without limitation amendments or other modifications, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any other similar and applicable state laws based on the Uniform Electronic Transactions Act (e.g., www.docuSign.com).

Governing Law. This Security Interest and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the law of the State of New York.

Miscellaneous. This Security Interest shall be binding upon the successors and assigns of Grantor and shall inure to the benefit of the Grantee, the future holders of the loans, and their respective permitted successors and assigns. The Grantee may, in accordance with the terms and conditions of the Credit Documents, assign or otherwise transfer all or any portion of its rights and obligations under this Security Interest to any successor, and such successor shall thereupon become vested with all the benefits in respect hereof granted to the Grantee herein or otherwise, in each case as provided in the Credit Documents. Grantor may not (other than in accordance with the terms and conditions of the Credit Documents) assign or transfer any rights or obligations hereunder without the prior written consent of the Grantee. No amendment of any provision of this Security Interest shall in any event be effective unless

the same shall be in writing and signed by Grantor and the Grantee. No waiver of any provision of this Security Interest, or consent to any departure by any Grantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Grantee. Each such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. In case any provision in or obligation under this Security Interest shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

*[Remainder of Page Intentionally Left Blank; Signatures Follow]*

IN WITNESS WHEREOF, the undersigned have executed this Security Interest as of the date first written above.

SAN DIEGO FARMS LLC, as Grantor

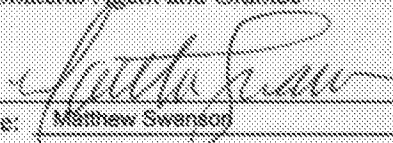
By: Norma St. Amant  
Name: Norma St. Amant  
Title: President & Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have executed this Security Interest as of the date first written above.

SAN DIEGO FARMS LLC, as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PROTERRA FINANCE 2 LLC,  
as Collateral Agent and Grantee

By:  \_\_\_\_\_  
Name: Matthew Swanson  
Title: Director

[Signature Page to Trademark Security Agreement]

**SCHEDULE A**

Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner
FRESH ORIGINS MICROGREENS 	US	88649725 10-OCT-2019	6052747 12-MAY-2020	SAN DIEGO FARMS LLC
FRESH ORIGINS	US	88649729 10-OCT-2019	6052748 12-MAY-2020	SAN DIEGO FARMS LLC
MINI FRUIT CRYSTALS	US	88649738 10-OCT-2019	6198298 17-NOV-2020	SAN DIEGO FARMS LLC
FRUIT CRYSTALS	US	88649743 10-OCT-2019	6198299 17-NOV-2020	SAN DIEGO FARMS LLC
HERB CRYSTALS	US	88649747 10-OCT-2019	6198300 17-NOV-2020	SAN DIEGO FARMS LLC
FLOWER CRYSTALS	US	88649751 10-OCT-2019	6358924 25-MAY-2021	SAN DIEGO FARMS LLC
SAVORTREE	US	87351301 27-FEB-2017	6190100 03-NOV-2020	SAN DIEGO FARMS LLC
SAVORTREE	US	87351307 27-FEB-2017	5561910 11-SEP-2018	SAN DIEGO FARMS LLC
BRIGHTFRESH	US	86806654 02-NOV-2015	4983065 21-JUN-2016	SAN DIEGO FARMS LLC
PETITE	US	86619203 04-MAY-2015	5230197 27-JUN-2017	SAN DIEGO FARMS LLC
FRESHSPICE	US	85793211 03-DEC-2012	4371756 23-JUL-2013	SAN DIEGO FARMS LLC
FLOWER CRYSTALS	US	85705806 16-AUG-2012	4307025 19-MAR-2013	SAN DIEGO FARMS LLC
HERB CRYSTALS	US	85625574 15-MAY-2012	4315079 02-APR-2013	SAN DIEGO FARMS LLC
FRESH ORIGINS	US	85478869	4558141	SAN DIEGO FARMS LLC



Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner
		22-NOV-2011	01-JUL-2014	
FRESH ORIGINS	US	85479087 22-NOV-2011	4500162 25-MAR-2014	SAN DIEGO FARMS LLC
SWEET PETITE	US	74316719 24-SEP-1992	1809375 07-DEC-1993	SAN DIEGO FARMS LLC
MINI FLOWER CRYSTALS	US	87758198 17-JAN-2018	5564544 18-SEP-2018	San Diego Farms LLC
MINI HERB CRYSTALS	US	87758555 17-JAN-2018	5564549 18-SEP-2018	San Diego Farms LLC
PETITE	US	87645524 13-OCT-2017	5816551 30-JUL-2019	San Diego Farms LLC