

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM800516

<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>
Green Rabbit Holdings, Inc.		03/30/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Massachusetts Business Development Corporation		
<b>Street Address:</b>	500 Edgewater Drive		
<b>Internal Address:</b>	Suite 555		
<b>City:</b>	Wakefield		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01880		
<b>Entity Type:</b>	Corporation: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5795322	GREEN RABBIT	
<b>Registration Number:</b>	5929826	SNACK BOX PROS	
<b>Registration Number:</b>	6221137	BREAK BOX	
<b>Registration Number:</b>	5390619	MYTHICAL SWEETS	
<b>Registration Number:</b>	5917691	CYBER SWEETZ	
<b>Registration Number:</b>	6036990	CANDYHILLS	
<b>Serial Number:</b>	90001606	CLEARLY SMART	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	617-742-4200		
<b>Email:</b>	jtm@riw.com		
<b>Correspondent Name:</b>	Brian T. Garrity, Esq.		
<b>Address Line 1:</b>	255 State Street		
<b>Address Line 2:</b>	7th Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>ATTORNEY DOCKET NUMBER:</b>	10548.46		
<b>NAME OF SUBMITTER:</b>	Brian T. Garrity, Esq.		

OP \$190.00 5795322

<b>SIGNATURE:</b>	/s/ Brian T. Garrity
<b>DATE SIGNED:</b>	04/04/2023
<b>Total Attachments: 6</b> source=Trademark Security Agreement - Green Rabbit Holdings Inc. (01255970xA4627) (002)#page1.tif source=Trademark Security Agreement - Green Rabbit Holdings Inc. (01255970xA4627) (002)#page2.tif source=Trademark Security Agreement - Green Rabbit Holdings Inc. (01255970xA4627) (002)#page3.tif source=Trademark Security Agreement - Green Rabbit Holdings Inc. (01255970xA4627) (002)#page4.tif source=Trademark Security Agreement - Green Rabbit Holdings Inc. (01255970xA4627) (002)#page5.tif source=Trademark Security Agreement - Green Rabbit Holdings Inc. (01255970xA4627) (002)#page6.tif	

## TRADEMARK SECURITY AGREEMENT

THIS SECURITY AGREEMENT is entered into as of March 30, 2023, by and between Green Rabbit Holdings, Inc., a Delaware corporation having its principal place of business at 135 Lundquist Drive, Braintree, Massachusetts 02184 (the "**Borrower**"), and The Massachusetts Business Development Corporation, a Massachusetts corporation with a usual place of business at 500 Edgewater Drive, Suite 555, Wakefield, Massachusetts 01880 (the "**Bank**").

NOW THEREFORE, in consideration of the premises, Borrower hereby agrees with Bank as follows:

**1. Grant of Security Interest.** Borrower hereby grants to Bank a first priority security interest in, and conditionally assigns, but does not transfer title to Bank, all of Borrower's right, title and interest in and to the following (collectively, the "**Collateral**") to secure payment and performance of all obligations of Borrower to Bank whether such obligations are direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including without limitation, those liabilities of Borrower to Bank pursuant to a Credit and Security Agreement dated March 30, 2023, between Bank and Borrower (the "**Loan Agreement**") (collectively, the "**Obligations**").

The Collateral shall consist of the following:

(a) Each of the trademarks, and rights and interests protectible as trademarks, which are presently, or in the future may be, owned, created, acquired or used (whether pursuant to a license or otherwise) by Borrower, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(b) All of Borrower's right, title and interest, in and to the trademarks and trademark registrations listed on Schedule A attached hereto, as the same may be updated hereafter from time to time;

(c) All of Borrower's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country, and to apply for, renew and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Borrower or in the name of Bank for past, present and future infringements of the trademarks, registrations or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(d) All general intangibles and goodwill relating to the Collateral; and

(e) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

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The Collateral shall not include any "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law.

**2. Warranties and Representations.** Borrower hereby warrants and represents to Bank the following:

(a) A true and complete schedule setting forth all federal trademark registrations owned or controlled by Borrower or licensed to Borrower, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule A;

(b) Each of the trademarks and trademark registrations is valid and enforceable, and Borrower is not presently aware of any current or threatened in writing claim by any third party that any of the trademarks are invalid or unenforceable, or that the use of any trademarks violates the rights of any third person, or of any basis for any such claims;

(c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the trademarks and trademark registrations free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, shop rights and covenants by Borrower not to sue third persons, in each case, other than liens permitted by the Loan Agreement;

(d) Borrower has used and will continue to use proper statutory notice in connection with its use of each of the trademarks;

(e) Borrower has used and will continue to use consistent standards of high quality (which may be consistent with Borrower's past practices) in the manufacture, sale and delivery of products and services sold or delivered under or in connection with the trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the trademarks;

(f) Except for the filing of financing statements with the Secretary of State of Delaware under the Uniform Commercial Code and filings with the United States Patent and Trademark Office necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Borrower of the security interest hereunder or for the execution, delivery or performance of this Agreement by Borrower or for the perfection of or the exercise by Bank of its rights hereunder to the Collateral in the United States.

**3. After-Acquired Trademark Rights.** If Borrower shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Borrower shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration in the time frame required by the Loan Agreement.

Borrower shall bear any expenses incurred in connection with future applications for trademark registration in accordance with the terms of the Loan Agreement.

**4. Litigation and Proceedings.** Borrower shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings or other actions for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Borrower shall provide to Bank any information with respect thereto requested by Bank. Bank shall provide at Borrower's expense all necessary cooperation in connection with any such suit, proceeding or action, including, without limitation, joining as a necessary party. Following Borrower's becoming aware thereof, Borrower shall notify Bank of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state or foreign court regarding Borrower's claim of ownership in any of such trademarks, its right to apply for the same, or its right to keep and maintain such trademark rights.

**5. Power of Attorney.** Borrower grants Bank power of attorney, having the full authority, and in the place of Borrower and in the name of Borrower, from time to time during a Default Period (as defined in the Loan Agreement) in Bank's discretion to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of the Loan Agreement:

(a) To endorse Borrower's name on all applications, documents, papers and instruments necessary for Bank to use or maintain the Collateral;

(b) To ask, demand, collect, sue for, recover, impound, receive and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral;

(c) To file any claims or take any action or institute any proceedings that Bank may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Bank's rights with respect to any of the Collateral and to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any person.


**6. Right to Inspect.** Borrower grants to Bank and its employees and agents the right to visit Borrower's plants and facilities which manufacture, inspect or store products sold under any of the trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours in accordance with the terms of the Loan Agreement.

**7. Governing Law.** All acts and transactions hereunder and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, the Borrower and Bank have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GREEN RABBIT HOLDINGS, INC.

By:   
Gregory Balestrieri  
Chief Executive Officer

Address: 135 Lindquist Drive  
Braintree, MA 02184  
Email: greg@greenrabbit.com

THE MASSACHUSETTS BUSINESS  
DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Stanley J. Horsman  
Director of Business Finance

Address: 500 Edgewater Drive, Suite 555  
Wakefield, MA 0188  
Email: shorsman@bdcnewengland.com

*[Signature Page to Trademark Security Agreement]*


IN WITNESS WHEREOF, the Borrower and Bank have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GREEN RABBIT HOLDINGS, INC.

By: \_\_\_\_\_  
Gregory Balestrieri  
Chief Executive Officer

Address: 135 Lindquist Drive  
Braintree, MA 02184  
Email: greg@greenrabbit.com

THE MASSACHUSETTS BUSINESS  
DEVELOPMENT CORPORATION

By:  \_\_\_\_\_  
Stanley J. Horsman  
Director of Business Finance

Address: 500 Edgewater Drive, Suite 555  
Wakefield, MA 0188  
Email: shorsman@bdcnewengland.com

*[Signature Page to Trademark Security Agreement]*

**SCHEDULE A  
TO A TRADEMARK SECURITY AGREEMENT  
BETWEEN  
GREEN RABBIT HOLDINGS, INC. (BORROWER)  
AND  
THE MASSACHUSETTS BUSINESS DEVELOPMENT  
CORPORATION (BANK) DATED: MARCH 30, 2023**

**REGISTERED TRADEMARKS (USA)**

<b>Trademark</b>	<b>Registration No.</b>	<b>Issue Date</b>
GREEN RABBIT	5795322	7/2/2019
SNACK BOX PROS	5929826	12/10/2019
BREAK BOX	6221137	12/15/2020
MYTHICAL SWEETS	5390619	1/30/2018
CYBER SWEETZ	5917691	11/26/2019
CANDY HILLS	6036990	4/21/2020

**REGISTRATION PENDING FOR TRADEMARKS (USA)**

<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>
CLEARLY SMART	90001606	6/15/2020