

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM802177

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|--|--------------------------------|--------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Beyond Better Foods, LLC, | | 03/16/2023 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | CPH Capital Fund I, L.P. | | |
| Street Address: | 1178 Broadway, 3rd Floor #1014 | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10001 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 15 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5064649 | ENLIGHTENED | |
| Registration Number: | 4389195 | ENLIGHTENED | |
| Registration Number: | 6192383 | ENLIGHTENED | |
| Registration Number: | 4385266 | E | |
| Registration Number: | 6267038 | BADA BEAN BADA BOOM | |
| Registration Number: | 5588185 | CLOUD 10 | |
| Registration Number: | 6059773 | FEEL-GOOD ICE CREAM | |
| Registration Number: | 5605392 | IT'S WORTH THE WAIT | |
| Registration Number: | 5355088 | IT'S WORTH THE WAIT | |
| Registration Number: | 5816718 | MOVIE NIGHT | |
| Serial Number: | 88617454 | MEET ME IN THE ICE CREAM AISLE | |
| Serial Number: | 90673141 | FEEL-GOOD DESSERT | |
| Serial Number: | 90713356 | IMPOSSIBLY INDULGENT | |
| Serial Number: | 97369528 | TREAT EVERY DAY | |
| Serial Number: | 97811574 | FRUIT RIOT! | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i> | | | |

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (424) 302-0692
Email: uspto@keatsgaten.com
Correspondent Name: Konrad Gaten
Address Line 1: 120 S. El Camino Dr., Suite 207
Address Line 4: Beverly Hills, CALIFORNIA 90212

| | |
|---------------------------|--------------|
| NAME OF SUBMITTER: | Konrad Gaten |
| SIGNATURE: | /s/ |
| DATE SIGNED: | 04/11/2023 |

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated or otherwise modified from time to time, this “Trademark Security Agreement”), dated March 16, 2023, is made by Beyond Better Foods, LLC, a Delaware limited liability company (the “Company”), and CPH Capital Fund I, L.P., a Delaware limited partnership (the “Secured Party”). All capitalized terms not otherwise defined herein shall have the meanings respectively ascribed thereto in the Security Agreement (as defined below).

WHEREAS, the Company and the Secured Party are parties to the Secured Convertible Note Purchase Agreement dated as of even date herewith (as amended, restated or otherwise modified from time to time, the “Purchase Agreement”), pursuant to which the Secured Party has advanced funds to the Company in exchange for the issuance to the Secured Party of one or more secured convertible promissory notes (collectively, as amended, restated or otherwise modified from time to time, the “Notes”);

WHEREAS, the Purchase Agreement requires that the Company execute and deliver to the Secured Party that certain Pledge and Security Agreement dated as of even date herewith made by the Company to the Secured Party (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, under the terms of the Security Agreement, the Company has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Company and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, in consideration of the premises and the agreements herein and in order to induce the Secured Party to perform under the Purchase Agreement, the parties agree as follows:

SECTION 1. Grant of Security. The Company hereby grants to the Secured Party a security interest in all of the Company’s right, title and interest in and to the following (the “Collateral”):

- (i) the Trademark and service mark registrations and applications set forth in Schedule A hereto, together with the goodwill symbolized thereby;
- (ii) all extensions and renewals of and as applicable to any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Company accruing thereunder or pertaining thereto;
- (iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or

breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Company under this Trademark Security Agreement secures the payment of all obligations of the Company now or hereafter existing under or in respect of the Notes, the Security Agreement and the Purchase Agreement, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Company authorizes and requests that the Commissioner for Trademarks and any other applicable government officer (and any state, foreign or other authority to which this Trademark Security Agreement is submitted) record this Trademark Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Secured Party in the Collateral. All such recordations shall be at the expense of the Secured party.

SECTION 4. Newly Registered Patents, Trademarks and Copyrights. The Company hereby agrees, upon the request of the Secured Party, to provide the Secured Party a schedule of newly registered Trademarks, no more than four (4) times per calendar year.

SECTION 5. Authorization to Supplement. The Company hereby authorizes the Secured Party to unilaterally modify Schedule A hereto to include references to any registered Trademarks (or application or license therefor) acquired by the Company after the execution hereof, other than Excluded Collateral, or to delete any reference to any Collateral in which the Company no longer has or claims any right, title or interest (in the sole discretion of the Secured Party and without first obtaining the Company's approval thereof or signature thereto, but provided that promptly thereafter, the Secured Party provides notice of the same to the Company).

SECTION 6. Transaction Documents. This Trademark Security Agreement has been entered into in conjunction with the provisions of, and the security interest granted to the Secured Party under, the Security Agreement. The rights and remedies of the Company and the Secured Party with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are deemed to conflict with the Security Agreement, the Purchase Agreement or the Notes, the provisions of the Security Agreement, the Purchase Agreement or the Notes, as applicable, shall govern.

SECTION 7. Termination. Upon the payment in full of the Obligations (excluding contingent Obligations as to which no claim has been asserted) and termination of the

Security Agreement, the Secured Party shall execute, acknowledge, and deliver to the Company an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Collateral under this Trademark Security Agreement. Further, the Secured Party hereby acknowledges and agrees that the security interest in the Collateral is not to be construed as an assignment of any underlying trademark, trademark application and/or trademark registration.

SECTION 8. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which taken together shall constitute one and the same instrument, and either of the parties hereto may execute this Agreement by signing any such counterpart. This Trademark Agreement may be executed and delivered by facsimile, or by e-mail in portable document format (.pdf), and delivery of the signature page by such method will be deemed to have the same effect as if the original signature had been delivered to the other party.

SECTION 9. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Company does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 10. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be executed and delivered as of the date first written above.

COMPANY:

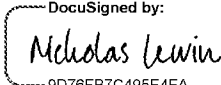
BEYOND BETTER FOODS, LLC

DocuSigned by:
Michael Shoretz
By: _____
Name: Michael Shoretz
Title: Chief Executive Officer

SECURED PARTY:

CPH CAPITAL FUND I, L.P.

By: CPH Advisors, L.P., its Investment Manager


By:  9D76FB7C495E4FA...
Name: Nicholas Lewin
Title: Manager

Schedule A

Trademarks

United States 

A. Trademark Registrations (10)

| Mark | Reg. No. | Cl | Description of goods | Reg. Date |
|---|-----------|----|--|---------------|
| ENLIGHTENED | 5,064,649 | 29 | Protein-based snack foods, namely, bean-based, nut-based, seed-based and fruit-based snack foods. | Oct. 18, 2016 |
| ENLIGHTENED | 4,389,195 | 30 | Ices and ice creams, ice cream deserts, ice cream drinks, ice cream floats, ice cream mixes, ice cream powder, ice cream sandwiches, ice cream substitute, ice cream confections, ice milk, ice milk bars, ice cream novelties, frozen confections, frozen custards, frozen yogurt, frozen yogurt confections, sherbet, sorbet, snack cakes. | Aug. 20, 2013 |
| ENLIGHTENED | 6,192,383 | 35 | Online retail store services featuring protein-based foods, ices and ice creams, ice cream deserts, ice cream scoops, apparel, hats, water bottles, glass storage jars and insulated food bags. | Nov. 10, 2020 |
|  | 4,385,266 | 30 | Ices and ice creams, ice cream deserts, ice cream drinks, ice cream floats, ice cream mixes, ice cream powder, ice cream sandwiches, ice cream substitute, ice cream confections, ice milk, ice milk bars, ice cream novelties, frozen confections, frozen custards, frozen yogurt, frozen yogurt confections, sherbet, sorbet, snack cakes. | Aug. 13, 2013 |
| BADA BEAN BADA BOOM | 6,267,038 | 29 | Bean-based snack foods. | Feb. 9, 2021 |

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|--|-----------|----|--|---------------|
| | | | | |
| CLOUD 10 | 5,588,185 | 29 | Soy-based food bars; soy-based snack foods | Oct. 16, 2018 |
| FEEL-GOOD ICE CREAM | 6,059,773 | 30 | Ice cream; ice cream deserts; frozen confections. | May 19, 2020 |
| IT'S WORTH THE WAIT | 5,605,392 | 30 | Frozen confections, ice cream, ice cream desserts | Nov. 13, 2018 |
| IT'S WORTH THE WAIT <i>(from Eden)</i> | 5,355,088 | 30 | Frozen confections; ice cream; ice cream mixes. | Dec. 12, 2017 |
| MOVIE NIGHT | 5,816,718 | 30 | Frozen confections; ice cream; ice cream desserts. | July 30, 2019 |

B. Pending Applications (5)

(in order of filing date)

| Mark | Appl no. | Cl | Description of goods | Filing Date | Status |
|---------------------------------------|-----------------|-----------|--|--------------------|---|
| MEET ME IN THE ICE CREAM AISLE | 88 617454 | 30 | Frozen confections; Ice cream; Ice cream deserts; frozen confectionery containing ice cream. | Sept. 16, 2019 | USPTO granted Notice of Allowance Mar. 17, 2020 and 4 th Ext. Mar. 3, 2022. |
| FEEL-GOOD DESSERT | 90 673141 | 30 | Ice cream; ice cream deserts; frozen confections. | April 26, 2021 | USPTO granted Notice of Allowance July 26, 2022 re-issued it on Nov. 29, 2022. |
| IMPOSSIBLY INDULGENT | 90 713356 | 30 | Ice cream; ice cream deserts; frozen confections. | May 15, 2021 | USPTO granted Notice of Allowance Mar. 29, 2022. & 1 st Ext. req. on Sept. 27, 2022. |
| TREAT EVERY DAY | 97 369528 | 30 | Ice cream; ice cream deserts; frozen confections. | Apr. 19, 2022 | USPTO advanced application to publication on Feb. 22, 2023. |
| FRUIT RIOT! | 97 | 30 | Candy; | Feb. | Newly-filed |

| | | | | | |
|--|--------|--|---------------------|----------|--|
| | 811574 | | Frozen confections. | 24, 2023 | application awaiting initial USPTO review. |
|--|--------|--|---------------------|----------|--|

II. International

A. Grants of Protection (under Madrid Protocol)

| Mark | Int'l Reg. No. | Cl. | Reg. Date |
|--------------------------------|--|-----|---------------|
| ENLIGHTENED | 1413223 | 30 | Apr. 27, 2018 |
| Designated Jurisdiction | Status | | |
| • Australia | Grant of Protection issued May 14, 2019. | | |
| • European Union | Grant of Protection issued December 21, 2018. | | |
| • Israel | Grant of Protection issued August 1, 2019. | | |
| • Japan | Grant of Protection issued December 12, 2019; paid 2d part fee to WIPO on Dec. 17, 2019. | | |
| • Korea | Grant of Protection issued January 28, 2020. | | |
| • New Zealand | Grant of Protection issued on Dec. 4, 2018. | | |
| • Singapore | Grant of Protection issued on October 24, 2019. | | |

| Mark | Int'l Reg. No. | Cl. | Appln. Date |
|------------------------------------|---|------------|--------------------|
| BADA BEAN BADA BOOM | 1502813 | 29 | Sept. 25, 2019 |
| Designated Jurisdiction | Status | | |
| • Australia | Grant of Protection issued as to nut-, seed- & fruit-based snacks, but not bean-based snacks. | | |
| • Canada | Grant of Protection issued on July 14, 2021. | | |
| • European Union | Grant of Protection issued on June 25, 2020. | | |
| • Israel | Grant of Protection issued on Sept. 2, 2020. | | |
| • Japan | Grant of Protection issued on February 7, 2021. | | |
| • Korea | Grant of Protection issued on January 6, 2021. | | |
| • New Zealand | Awaiting review by national trademark office. | | |
| • Singapore | Grant of Protection issued on Apr. 9, 2020. | | |
| • United Kingdom | Grant of Protection issued on Feb. 26, 2020. | | |

B. Canada 

| Mark | Reg. No. | Reg. Date | Goods/Services |
|--------------------|----------------------|------------------|---|
| ENLIGHTENED | TMA 1,107, 377 | Aug. 23, 2021 | Protein-based snack foods, namely, nut-based, seed-based and fruit-based snack foods; soy-based food bars, soy-based snack foods, ice creams, ice cream deserts, ice cream mixes, ice cream substitute, ice cream confections, ice cream novelties, frozen confections; apparel, hats, ice cream scoops, water bottles, insulated food bags and glass storage jars; protein-based snack foods, namely, bean-based snack foods; online retail store services, namely, online sales of protein-based snack foods, namely, nut-based, seed-based and fruit-based snack foods, soy-based food bars, soy-based snack foods, ice creams, ice cream deserts, ice cream mixes, ice cream substitute, ice cream confections, ice cream novelties, frozen confections, apparel, hats, ice cream scoops, water bottles, insulated food bags and glass storage jars; online retail store services, namely, online sales of protein-based snack foods, namely, bean-based snack foods. |