

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM803850

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oatly AB		04/18/2023	Limited Liability Company: SWEDEN
RECEIVING PARTY DATA			
Name:	Wilmington Trust (London) Limited, as Security Agent		
Street Address:	1 King's Arm Yard		
Internal Address:	Third Floor		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2R 7AF		
Entity Type:	Limited Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2701730	OATLY	
Registration Number:	6164359	OATLY	
Registration Number:	6617619	OAT-LY	
Registration Number:	6617620	THE ORIGINAL OATLY!	
Registration Number:	6585815	THE ORIGINAL OAT-LY!	
Registration Number:	6466387	THE ORIGINAL OAT-LY!	
Registration Number:	6641916	WOW NO COW	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESS.BAJADA-BARTLETT@LW.COM		
Correspondent Name:	JESSICA BAJADA-BARTLETT		
Address Line 1:	1271 AVENUE OF THE AMERICAS		
Address Line 4:	NEW YORK, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	030385-0578		
NAME OF SUBMITTER:	Jessica Bajada-Bartlett		

OP \$190.00 2701730

SIGNATURE:	/s/ Jessica Bajada-Bartlett
DATE SIGNED:	04/18/2023
Total Attachments: 7 source=Project Fortify - Trademark Security Agreement (Oatly AB) [Executed](43061994.1)#page1.tif source=Project Fortify - Trademark Security Agreement (Oatly AB) [Executed](43061994.1)#page2.tif source=Project Fortify - Trademark Security Agreement (Oatly AB) [Executed](43061994.1)#page3.tif source=Project Fortify - Trademark Security Agreement (Oatly AB) [Executed](43061994.1)#page4.tif source=Project Fortify - Trademark Security Agreement (Oatly AB) [Executed](43061994.1)#page5.tif source=Project Fortify - Trademark Security Agreement (Oatly AB) [Executed](43061994.1)#page6.tif source=Project Fortify - Trademark Security Agreement (Oatly AB) [Executed](43061994.1)#page7.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of April 18, 2023, is entered into by OATLY AB, a limited liability company organized under the laws of Sweden with registered number 556446-1043 (the “Grantor”), in favor of WILMINGTON TRUST (LONDON) LIMITED, as Security Agent (in such capacity, the “Security Agent”).

WHEREAS, the Grantor is party to that certain US Pledge Agreement, dated as of April 18, 2023 (the “Pledge Agreement”) in favor of the Security Agent pursuant to which the Grantor granted to the Security Agent, a security interest in and to its Material Intellectual Property (excluding Excluded Collateral), including the Trademarks set forth on Schedule A;

WHEREAS, Pledge Agreement requires the Grantor to execute and deliver this Trademark Security Agreement in favor of the Security Agent, and accordingly the Grantor has duly authorized the execution, delivery and performance of this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the agents, the Security Agent and the lenders to enter into the Credit Agreements and to induce the Lenders to make their respective extensions of credit to the borrowers thereunder, and subject to the terms and conditions of the Pledge Agreement, the Grantor hereby agrees with the Security Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. Unless otherwise defined herein or the context otherwise requires, terms used in this Trademark Security Agreement have the meanings provided or provided by reference in the Pledge Agreement.

Section 2. Grant of Security Interest. The Grantor hereby grants to the Security Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to (i) such Grantor’s Trademarks that are Material Intellectual Property, including the Trademarks set forth on Schedule A, (ii) all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all Proceeds and damages therefrom, and (iii) all other rights, priorities and privileges arising thereunder and pertaining thereto.

Section 3. Pledge Agreement. The security interest granted pursuant to this Trademark Security Agreement has been granted in conjunction with the security interest granted to the Security Agent for the benefit of the Secured Parties under the Pledge Agreement. The rights and remedies of the Security Agent with respect to the security interest granted herein are as set forth more fully in the Pledge Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are deemed to conflict with the Pledge Agreement, the provisions of the Pledge Agreement shall govern.

Section 4. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS TO THE EXTENT THAT


THE SAME ARE NOT MANDATORILY APPLICABLE BY STATUTE AND THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

Section 5. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier or other electronic transmission of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. The words “execute,” “execution,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved in writing by the Security 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, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. The Security Agent may also require that any such documents and signatures delivered by telecopier or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier or other electronic transmission. Notwithstanding anything to the contrary, the parties agree that any person which executes an acceptance letter with respect to this Trademark Security Agreement shall thereby become a party hereto, and this Agreement accepted by such party pursuant to an acceptance letter shall be binding on such party, in each case to the same extent as if such party executed a counterpart hereof.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement as of the day and year first written above.

OATLY AB, as a Grantor

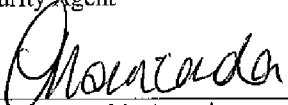
By: 
Name: Roy Tori Petersson
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

Accepted and agreed to as of the date and year last above written.

WILMINGTON TRUST (LONDON) LIMITED,

as Security Agent

By 



Name: Lisa Mariconda

Title: Relationship Manager


[Signature Page to Trademark Security Agreement]

SCHEDULE A

TRADEMARKS

No	Country	Trademark	Reg No	Reg Date	Classes	Licenses
1	US	OATLY	2701730	2003-04-01	29, 30	None
2	US	OATLY	5736047	2019-04-30	5, 9, 14, 18, 21, 25, 29, 30, 32, 35, 39, 41, 43	None
3	US	OATLY	6164359	2020-09-29	29, 30	None
4	US	OAT-LY	6617619	2022-01-18	25, 29, 30, 32, 43	None
5	US	OAT-LY	6465748	2021-08-31	5, 8, 9, 16, 18, 21, 25, 29, 30, 32, 35, 39, 41, 43, 44	None
6	US	OAT-LY	4757998	2015-06-23	29, 30	None
7	US	THE ORIGINAL OAT-LY! 	4766382	2015-07-07	29, 30	None
8	US	THE ORIGINAL OATLY! 	6617620	2022-01-18	25, 29, 30, 32,43	None

9	US	THE ORIGINAL OATLY! <small>THE ORIGINAL</small> OATLY!	6465760	2021-08-31	5, 8, 9, 16, 18, 21, 25, 29, 30, 32, 35, 39, 41, 43, 44	None
10	US	THE ORIGINAL OAT-LY <small>THE ORIGINAL</small> OAT LY!	6585815	2021-12-14	25, 29, 30, 32,43	None
11	US	THE ORIGINAL OAT-LY! <small>THE ORIGINAL</small> OAT LY!	6466387	2021-08-31	29, 30	None
12	US	THE ORIGINAL OAT-LY! <small>THE ORIGINAL</small> OAT LY!	6886467	2022-11-01	5, 8, 9, 16, 18, 21, 25, 29, 30, 32, 35, 39, 41, 43, 44	None
13	US	Wow no cow!	5043246	2016-09-20	29, 30, 32	None
14	US	WOW NO COW	6641916	2022-02-15	25, 29, 30, 32, 43	None

15	US	WOW NO COW	6769989	2022-06-28	5, 8, 9, 16, 18, 21, 25, 29, 30, 32, 35, 39, 41, 43, 44	None
16	US	THE ORIGINAL OAT-LY! and Design 	5993296	2020-02-25	29, 46	None