

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM808367

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barnana, PBC		05/05/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	INDUSTRIAL FUNDING GROUP, INC.		
Street Address:	13848 Ventura Blvd.		
City:	Sherman Oaks		
State/Country:	CALIFORNIA		
Postal Code:	91423		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4190163	BARNANA	
Registration Number:	4831778	BARNANA	
Registration Number:	6417587	BARNANA	
Registration Number:	5384480	THE SUPER POTASSIUM SNACK	
Registration Number:	4899684	CHEWY BANANA BITES	
Registration Number:	6985123	CHEWY BANANA BITES	
Registration Number:	4985142	BARBERRY	
Registration Number:	4985141	BARMANGO	
Registration Number:	4985140	BARCOCO	
Registration Number:	5445366	THE SUPER BANANA SNACK	
Registration Number:	6265427	BARNANA	
Registration Number:	5125982	THE ORIGINAL BANANA SNACK	
Serial Number:	97856046	POWERED BY THE PEEL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	5303046922		
Email:	mberens@gemcapsolutions.com		

OP \$340.00 4190163

Correspondent Name: Michael Berens
Address Line 1: 9901 I.H. 10 West, Suite 800
Address Line 2: GEMCAP SOLUTIONS, LLC
Address Line 4: San Antonio, TEXAS 78230

ATTORNEY DOCKET NUMBER: 43880

NAME OF SUBMITTER: Michael Berens

SIGNATURE: /Michael Berens/

DATE SIGNED: 05/05/2023

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of May 5, 2023 (this “Agreement”), made by BARNANA, PBC, a Delaware public benefit corporation with a principal place of business located at 2272 Westwood Blvd, Los Angeles, CA 90064 (“Grantor”), in favor of INDUSTRIAL FUNDING GROUP, INC., a California corporation with offices at 13848 Ventura Blvd., Sherman Oaks, CA 91423 (together with its successors and assigns, “Lender”).

RECITALS

WHEREAS, the Grantor has an ownership interest in the trademarks identified on **Exhibit 1** hereto (collectively, the “Trademarks”); and

WHEREAS, the Grantor and the Lender are parties to that certain Loan and Security Agreement, of even date herewith (as from time to time amended or supplemented, the “Loan Agreement”); and

WHEREAS, the Grantor has granted to Lender a security interest in all of its property and assets, including, without limitation, the Trademarks, to secure the performance of Grantor’s obligations under the Loan Agreement and the other Loan Documents; provided that no security interest is granted in any Excluded Collateral; and

WHEREAS, it is a condition precedent to the Lender’s entry into the Loan Agreement and the other Loan Documents that the Grantor execute and deliver this Agreement to the Lender; and

WHEREAS, the Grantor and the Lender by this instrument seek to confirm and make a record of the grant of the security interest in the Trademarks and the assignment of the Trademarks upon the occurrence of an Event of Default in accordance with the terms of this Agreement; and

WHEREAS, capitalized terms used and not defined herein have the meanings given to them in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby agrees, confirms and acknowledges as follows:

1. The Grantor does hereby acknowledge and confirm that the Trademarks and the goodwill associated therewith constitute Intellectual Property included in the Collateral pledged by Grantor to Lender pursuant to the Loan Agreement.
2. The Grantor further acknowledges and confirms that the rights and remedies of Lender with respect to the Trademark are more fully set forth in the Loan

Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference.

3. The Grantor hereby irrevocably constitutes and appoints Lender, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in its place and stead and in its name or otherwise, upon the occurrence of, and during the continuance of, an Event of Default under the Loan Agreement and following written notice by the Lender to the Grantor, at such Grantor's sole cost and expense, to take any and all action and to execute and deliver any and all documents and instruments which Lender may deem reasonably necessary or advisable to (a) accomplish the purposes of perfecting, continuing and preserving, a continuing first priority security interest in the Trademarks and the goodwill associated therewith in favor of Lender, and (b) effect a transfer of the Trademarks and the goodwill associated therewith to Lender or to Lender's designees without further consent or authorization of the Grantor upon the occurrence of an Event of Default. In furtherance and not in limitation of the foregoing, if an Event of Default has occurred and is continuing, the Lender is hereby authorized file with the United States Patent and Trademark Office or with such other governmental authorities, the assignment in the form substantially similar to that of **Exhibit A** attached to this Agreement, together with such other instruments and documents as the Lender may deem necessary or appropriate to effectuate the foregoing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURE ON NEXT PAGE]

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

BARNANA, PBC

By: F. Schechter
Name: Francesca Schechter
Title: CFO

ACCEPTED AND AGREED:

LENDER:

INDUSTRIAL FUNDING GROUP, INC.

By: _____
Name:
Title:

[SIGNATURE PAGE --TRADEMARK SECURITY AGREEMENT]

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

BARNANA, PBC

By: _____

Name: _____

Title: _____

ACCEPTED AND AGREED:

LENDER:

INDUSTRIAL FUNDING GROUP, INC.

By:  _____
Name: Anthony P. Lyons
Title: President

[SIGNATURE PAGE -- TRADEMARK SECURITY AGREEMENT]

EXHIBIT 1**Trademarks**

APPLICATION NUMBER	REG NUMBER	COUNTRY NAME	MARK / TITLE	DATE FILED	PUB DATE	REG DATE	OWNER
85/502,433	4190163	United States of America	BARNANA	Dec 22, 2011	May 29, 2012	Aug 14, 2012	Barnana, PBC
14268763	14268763	China	BARNANA	Mar 28, 2014	Apr 6, 2015	Jul 7, 2015	Wholesome Valley Foods
2013-038388	5615195	Japan	BARNANA	May 22, 2013	Jun 13, 2013	Sep 13, 2013	Barnana, PBC
2013-038388	5615195	Japan	BARNANA	May 22, 2013	Jun 13, 2013	Sep 13, 2013	Wholesome Valley Foods
86/559,291	4831778	United States of America	BARNANA (STYLIZED)	Mar 10, 2015	Jul 28, 2015	Oct 13, 2015	Barnana, PBC
1697112	1697112	Australia	BARNANA (& Design)	May 29, 2015	Jul 30, 2015	Nov 9, 2015	Barnana, PBC
1,730,208	TMA948192	Canada	BARNANA (& Design)	May 28, 2015	May 11, 2016	Sep 1, 2016	Barnana, PBC
1,730,208	TMA948192	Canada	BARNANA (& Design)	May 28, 2015	May 11, 2016	Sep 1, 2016	Wholesome Valley Foods
2015-052038	5790948	Japan	BARNANA (& Design)	Jun 2, 2015	Jun 16, 2015	Sep 4, 2015	Barnana, PBC
2015-052038	5790948	Japan	BARNANA (& Design)	Jun 2, 2015	Jun 16, 2015	Sep 4, 2015	Wholesome Valley Foods
2132707	2132707	Australia	BARNANA	Oct 30, 2020	Jun 17, 2021	Aug 24, 2021	Barnana, PBC
2132707	2132707	Australia	BARNANA	Oct 30, 2020	Jun 17, 2021	Aug 24, 2021	Wholesome Valley Foods
921230567	921230567	Brazil	BARNANA	Nov 5, 2020	Dec 22, 2020	Aug 31, 2021	Barnana, PBC
921230567	921230567	Brazil	BARNANA	Nov 5, 2020	Dec 22, 2020	Aug 31, 2021	Wholesome Valley Foods
SENADI-2020-70371	SENADI2021TI11295	Ecuador	BARNANA	Nov 5, 2020	Feb 26, 2021	Aug 13, 2021	Barnana, PBC
SENADI-2020-70371	SENADI2021TI11295	Ecuador	BARNANA	Nov 5, 2020	Feb 26, 2021	Aug 13, 2021	Wholesome Valley Foods
018328725	018328725	European Union	BARNANA	Oct 30, 2020		May 21, 2021	Barnana, PBC
018328725	018328725	European Union	BARNANA	Oct 30, 2020		May 21, 2021	Wholesome Valley Foods

3550161	3550161	United Kingdom	BARNANA	Oct 30, 2020	Feb 12, 2021	Apr 23, 2021	Barnana, PBC
3550161	3550161	United Kingdom	BARNANA	Oct 30, 2020	Feb 12, 2021	Apr 23, 2021	Wholesome Valley Foods
2453710	2201625	Mexico	BARNANA	Nov 13, 2020		Feb 2, 2021	Barnana, PBC
2453710	2201625	Mexico	BARNANA	Nov 13, 2020		Feb 2, 2021	Wholesome Valley Foods
2020/28145		South Africa	BARNANA	Oct 16, 2020			Barnana, PBC
2020/28145		South Africa	BARNANA	Oct 16, 2020			Wholesome Valley Foods
90/268,302	6417587	United States of America	BARNANA	Oct 21, 2020	Apr 27, 2021	Jul 13, 2021	Barnana, PBC
2013-040625	5616728	Japan	THE SUPER POTASSIUM SNACK	May 29, 2013	Jun 20, 2013	Sep 20, 2013	Holtham Barry Foods Incorporated
2013-040625	5616728	Japan	THE SUPER POTASSIUM SNACK	May 29, 2013	Jun 20, 2013	Sep 20, 2013	Wholesome Valley Foods
87/474,714	5384480	United States of America	THE SUPER POTASSIUM SNACK	Jun 5, 2017	Nov 7, 2017	Jan 23, 2018	Barnana, PBC
2020/28147		South Africa	THE SUPER POTASSIUM SNACK	Oct 16, 2020			Wholesome Valley Foods
86/562,200	4899684	United States of America	CHEWY BANANA BITES	Mar 12, 2015		Feb 9, 2016	Barnana, PBC
97/229,305	6985123	United States of America	CHEWY BANANA BITES	Jan 20, 2022	Dec 6, 2022	Feb 21, 2023	Barnana, PBC
86/672,369	4985142	United States of America	BARBERRY	Jun 24, 2015	Nov 10, 2015	Jun 21, 2016	Barnana, PBC
86/672,343	4985141	United States of America	BARMANGO	Jun 24, 2015	Nov 10, 2015	Jun 21, 2016	Barnana, PBC
86/672,330	4985140	United States of America	BARCOCO	Jun 24, 2015	Nov 10, 2015	Jun 21, 2016	Barnana, PBC
1,830,871		Canada	BANANA BRITTLE	Apr 4, 2017			Barnana, PBC

1,830,871		Canada	BANANA BRITTLE	Apr 4, 2017			Wholesome Valley Foods
2017-144833	6088266	Japan	THE SUPER BANANA SNACK	Nov 2, 2017		Oct 12, 2018	Wholesome Valley Foods, Inc.
87/667,421	5445366	United States of America	THE SUPER BANANA SNACK	Nov 1, 2017		Apr 10, 2018	Barnana, PBC
90/039,496	6265427	United States of America	BARNANA & DESIGN	Jul 7, 2020	Nov 24, 2020	Feb 9, 2021	Barnana, PBC
921230583	921230583	Brazil	BARNANA Logo	Nov 5, 2020	Dec 22, 2020	Aug 31, 2021	Barnana, PBC
921230583	921230583	Brazil	BARNANA Logo	Nov 5, 2020	Dec 22, 2020	Aug 31, 2021	Wholesome Valley Foods
SENADI-2020-70378	SENADI2022TI5188	Ecuador	BARNANA Logo	Nov 5, 2020	Feb 26, 2021	Jan 21, 2022	Barnana, PBC
SENADI-2020-70378	SENADI2022TI5188	Ecuador	BARNANA Logo	Nov 5, 2020	Feb 26, 2021	Jan 21, 2022	Wholesome Valley Foods
018328726	018328726	European Union	BARNANA Logo	Oct 30, 2020		May 21, 2021	Barnana, PBC
018328726	018328726	European Union	BARNANA Logo	Oct 30, 2020		May 21, 2021	Wholesome Valley Foods
3550157	3550157	United Kingdom	BARNANA Logo	Oct 30, 2020	Jan 22, 2021	Apr 2, 2021	Barnana, PBC
3550157	3550157	United Kingdom	BARNANA Logo	Oct 30, 2020	Jan 22, 2021	Apr 2, 2021	Wholesome Valley Foods
2453696	2201371	Mexico	BARNANA Logo	Nov 13, 2020		Jan 29, 2021	Barnana, PBC
2453696	2201371	Mexico	BARNANA Logo	Nov 13, 2020		Jan 29, 2021	Wholesome Valley Foods
2020/28146		South Africa	BARNANA Logo	Oct 16, 2020			Barnana, PBC
2020/28146		South Africa	BARNANA Logo	Oct 16, 2020			Wholesome Valley Foods
86672307	5125982	United States of America	THE ORIGINAL BANANA SNACK	Jan 24, 2015		Jan 17, 2017	Barnana, PBC
97856046		United States of America	POWERED BY THE PEEL	Mar 24, 2023			Barnana, PBC

EXHIBIT A

ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this “Assignment”), dated as of _____, 202_, made by BARNANA, PBC, a Delaware public benefit corporation with a principal place of business located at 2272 Westwood Blvd, Los Angeles, CA 90064 (“Assignor”).

RECITALS:

WHEREAS, Assignor has an ownership interest in the Trademarks described on **Exhibit 1** attached hereto (the “Trademarks”); and

WHEREAS, Assignor and GemCap Solutions, LLC, a Delaware limited liability company, as successor and assign to Industrial Funding Group, Inc. (“Lender”) are parties to that certain Loan and Security Agreement, dated as of May 5, 2023, (as from time to time amended or supplemented, the “Loan Agreement”; capitalized terms used and not defined herein shall have the meanings set forth in the Loan Agreement); and

WHEREAS, Assignor granted to Lender a security interest in substantially all of Assignor’s property and assets to including the Trademarks and the goodwill associated therewith to secure the performance of its obligations under the Loan Agreement and the other Loan Documents; and

WHEREAS, it was a condition precedent to the Lender’s entry into the Loan Agreement that Assignor shall have executed and delivered this Assignment; and

WHEREAS, one or more Events of Default have occurred under the Loan Agreement and the Lender has the right to exercise its rights and remedies under the Loan Agreement and the other Loan Documents; and

WHEREAS, by this instrument, Assignor is hereby assigning the Trademarks to the Lender or its designee as set forth herein (such party, the “Assignee”).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of are hereby acknowledged, Assignor hereby assigns to Lender the Trademarks and Patents as follows:

1. Assignment of Trademarks. Assignor hereby assigns, transfers, and conveys to _____, a _____ with offices at _____ (the “Assignee”) all of Assignor’s right, title and interest in and to the Trademarks together with the goodwill associated therewith.

3. Filing and Recordation. Assignee is hereby authorized to file or record this Assignment or any other instrument in such public offices and with such governmental authorities, including the United States Patent and Trademark Office, as Assignee may determine from time to time for the purpose of evidencing the foregoing assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this Assignment of Trademarks as of the date first above written.

ASSIGNOR:

BARNANA, PBC

By: _____

Name: _____

Title: _____

[Signature Page – Assignment of Trademarks]

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3550157	3550157	United Kingdom	BARNANA Logo	Oct 30, 2020	Jan 22, 2021	Apr 2, 2021	Wholesome Valley Foods
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2453696	2201371	Mexico	BARNANA Logo	Nov 13, 2020		Jan 29, 2021	Wholesome Valley Foods
2020/28146		South Africa	BARNANA Logo	Oct 16, 2020			Barnana, PBC
2020/28146		South Africa	BARNANA Logo	Oct 16, 2020			Wholesome Valley Foods
86672307	5125982	United States of America	THE ORIGINAL BANANA SNACK	Jan 24, 2015		Jan 17, 2017	Barnana, PBC
97856046		United States of America	POWERED BY THE PEEL	Mar 24, 2023			Barnana, PBC