

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM822397

<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>
Humanco Assets LLC		07/03/2023	Limited Liability Company: DELAWARE
Bliss Unlimited, LLC		07/03/2023	Limited Liability Company: DELAWARE
Humanco LLC		07/03/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EICF Agent LLC		
<b>Street Address:</b>	600 Third Avenue		
<b>Internal Address:</b>	38th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	7031811	GET FEELIN' LIKE A KID AGAIN	
<b>Registration Number:</b>	6828468	NO GRAIN, NO PAIN	
<b>Registration Number:</b>	6365931	TODAY IS GONNA BE A GOOD DAY	
<b>Registration Number:</b>	6365932	LET NATURE SET YOU FREE	
<b>Registration Number:</b>	6365933	NO LAZY INGREDIENTS	
<b>Registration Number:</b>	6365603	SNOW DAYS	
<b>Serial Number:</b>	97244328	SNOW DAYS TACO BITES	
<b>Serial Number:</b>	90540013	SNOW DAYS	
<b>Registration Number:</b>	6640794	DEMAND BETTER	
<b>Registration Number:</b>	6167728	HUMANCO	
<b>Registration Number:</b>	6146462	INVESTED IN HEALTHIER LIVING	
<b>Registration Number:</b>	6111881	HUMANCO	
<b>Registration Number:</b>	6111883	HUMANCO	
<b>Serial Number:</b>	90540051	HUMANCO	

OP \$390.00 7031811

Property Type	Number	Word Mark
Registration Number:	4811356	THE EVOLUTION OF ICE CREAM

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 2122093044  
**Email:** rclarida@reitlerlaw.com  
**Correspondent Name:** Robert Clarida  
**Address Line 1:** 885 THIRD AVE.  
**Address Line 2:** 20th Floor  
**Address Line 4:** New York, NEW YORK 10022

<b>NAME OF SUBMITTER:</b>	Robert Clarida
<b>SIGNATURE:</b>	/robert clarida/
<b>DATE SIGNED:</b>	07/06/2023

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of July 3, 2023 (this "Agreement"), is entered into among HUMANCO ASSETS LLC, a Delaware limited liability company ("Borrower"), BLISS UNLIMITED, LLC, a Delaware limited liability company, HUMANCO LLC ("Holdings") and each, an "Credit Party" and together with the Borrower, collectively, the "Credit Parties", and EICF AGENT LLC, as agent for the Lenders (in such capacity, "Agent").

Reference is made to Credit and Security Agreement dated as of April 4, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borrower, the other Credit Parties party thereto, the Lenders from time to time party thereto and EICF, as Agent, for the benefit of the Secured Parties. The Lenders have agreed to extend credit to the Borrower on the terms and subject to the conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned on, among other things, the execution and delivery of this Agreement. The Subsidiary Credit Parties party hereto are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement. The rules of construction specified in Section 1.3 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment and performance of the Obligations, each Grantor pursuant to the Credit Agreement did and hereby does collaterally assign and pledge to Agent, its successors and assigns, for the benefit of the Secured Parties, and did and hereby does grant to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, and all extensions or renewals thereof, including those listed on Schedule I, (ii) all goodwill associated therewith or symbolized thereby, (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, (iv) all renewals of the foregoing; and

(b) all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of the foregoing described in (a) above, including the right to receive all proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

SECTION 3. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to 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 of any registration that issues from such intent-to-use application under applicable federal law

SECTION 4. Security Agreement. The security interests granted to Agent herein are granted in furtherance, and not in limitation of, the security interests granted to Agent pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Trademark Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Credit Agreement, the terms of the Credit Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

**BORROWER:**

HUMANCO ASSETS LLC

DocuSigned by:  
Moshe Shalchon  
By: 285B579B044425  
Name: Moshe Shalchon  
Title: Treasurer

**CREDIT PARTIES:**

HUMANCO LLC

DocuSigned by:  
Moshe Shalchon  
By: 285B579B044425  
Name: Moshe Shalchon  
Title: Treasurer

BLISS UNLIMITED, LLC

DocuSigned by:  
Moshe Shalchon  
By: 285B579B044425  
Name: Moshe Shalchon  
Title: Treasurer

**EICF AGENT LLC, as Agent**

DocuSigned by:

**By:**

*Harry Giovanni*

Name: Harry Giovanni

Title: Authorized Signatory

SCHEDULE I

Trademarks Owned by HumanCo Assets LLC

U.S. Trademark Registrations

Mark	Registration No.	Registration Date
GET FEELIN' LIKE A KID AGAIN	7031811	April 18, 2023
NO GRAIN, NO PAIN	6828468	August 23, 2022
TODAY IS GONNA BE A GOOD DAY	6365931	May 25, 2021
LET NATURE SET YOU FREE	6365932	May 25, 201
NO LAZY INGREDIENTS	6365933	May 25, 201
SNOW DAY	6365603	May 25, 201

U.S. Trademark Applications

Mark	Application No.	Filing Date
SNOW DAYS TACO BITES	97244328	January 28, 2022
SNOW DAYS	90540013	February 21, 2021

Trademarks Owned by HumanCo LLC

U.S. Trademark Registrations

Mark	Registration No.	Registration Date
DEMAND BETTER	6640794	February 8, 2022
HUMANCO (stylized)	6167728	October 6, 2020
INVESTED IN HEALTHIER LIVING	6146462	September 8, 2020
HUMANCO	6111881	July 28, 2020
HUMANCO (stylized)	6111883	July 28, 2020

U.S. Trademark Applications

Mark	Application No.	Filing Date
HUMANCO	90540051	February 22, 2021

Trademarks Owned by Bliss Unlimited, LLC

U.S. Trademark Registrations

Mark	Registration No.	Registration Date
THE EVOLUTION OF ICE CREAM	4811356	September 15, 2015

A NIGHT OF BLISS	42994	November 5, 2013
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U.S. Trademark Applications

Mark	Application No.	Filing Date