

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM836445

<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>
5TH AVENUE CHOCOLATIERE, LLC		09/01/2023	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PROTERRA FINANCE 2 LLC, as Collateral Agent		
<b>Street Address:</b>	33 South Sixth Street, Suite 4100		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6129513	CHOCOLATE WORKS	
<b>Registration Number:</b>	6129514	CHOCOLATE WORKS	
<b>Registration Number:</b>	5112957	CHOCOLATE WORKS	
<b>Registration Number:</b>	5117952	CHOCOLATE WORKS	
<b>Registration Number:</b>	5117882	CHOCOLATE WORKS	
<b>Registration Number:</b>	5117885	CHOCOLATE WORKS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5032202480		
<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>	503-294-9415		
<b>Email:</b>	patrick.hartigan@stoel.com		
<b>Correspondent Name:</b>	Tyler J. Runsten / Stoel Rives LLP		
<b>Address Line 1:</b>	760 SW Ninth Avenue, Suite 3000		
<b>Address Line 4:</b>	Portland, OREGON 97205		
<b>ATTORNEY DOCKET NUMBER:</b>	70981-34		
<b>NAME OF SUBMITTER:</b>	Patrick P. Hartigan, SR paralegal		
<b>SIGNATURE:</b>	/Patrick P. Hartigan/		
<b>DATE SIGNED:</b>	09/01/2023		

OP \$165.00 6129513

**Total Attachments: 5**

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## Trademark Security Agreement

This **TRADEMARK SECURITY AGREEMENT** (this “*Trademark Security Agreement*”), dated as of September 1, 2023 is made by and between 5TH AVENUE CHOCOLATIERE, LLC (DBA CHOCOLATE WORKS), a New York limited liability company (“*Grantor*”) in favor of **PROTERRA FINANCE 2 LLC**, a Delaware limited liability company, as Collateral Agent for itself and the Lenders (in such capacity, together with its successors and permitted assigns, the “*Collateral Agent*”).

### RECITALS

A. Grantor has entered into a Loan Agreement of even date herewith (the “*Loan Agreement*”), with, among others, the Collateral Agent.

B. As a condition precedent to the making of the loan by the Collateral Agent under the Loan Agreement, Grantor has executed and delivered to the Collateral Agent that certain Pledge and Security Agreement of even date herewith, made by and among Grantor, the other parties thereto and Collateral Agent (the “*Security Agreement*”).

C. Under the terms of the Security Agreement, Grantor has granted to the Collateral Agent a first priority security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

### AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Grantor hereby pledges and grants to Collateral Agent a first priority security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the “*Trademark Collateral*”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the “*Trademarks*”), excluding only United States intent-to-use trademark applications prior to the filing and acceptance of a “statement of use” with respect thereto, solely if, and to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by Collateral Agent.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Collateral Agent with respect to the Trademark Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in 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 to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

*[signature page follows]*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**5TH AVENUE CHOCOLATIERE, LLC (DBA  
CHOCOLATE WORKS),**  
A New York limited liability company

By:   
Name: Joseph Whaley  
Title: Vice Chairman

Accepted and agreed:

**PROTERRA FINANCE 2 LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**5TH AVENUE CHOCOLATIERE, LLC (DBA  
CHOCOLATE WORKS),**  
A New York limited liability company

By: \_\_\_\_\_

Name:

Title:

Accepted and agreed:

**PROTERRA FINANCE 2 LLC,**  
a Delaware limited liability company

By: 

Name: Matthew Swanson

Title: Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008186 FRAME: 0144**

**SCHEDULE 1**

**TRADEMARKS**

**Trademark Registrations and Applications**

Mark	Jurisdiction	Registration Number	Registration Date	Record Owner
CHOCOLATE WORKS	U.S. Federal	6129513	18-AUG-2020	5TH AVENUE CHOCOLATIERE, LLC
CHOCOLATE WORKS 	U.S. Federal	6129514	18-AUG-2020	5TH AVENUE CHOCOLATIERE, LLC
CHOCOLATE WORKS	U.S. Federal	5112957	03-JAN-2017	5TH AVENUE CHOCOLATIERE, LLC
CHOCOLATE WORKS 	U.S. Federal	5117952	10-JAN-2017	5TH AVENUE CHOCOLATIERE, LLC
CHOCOLATE WORKS	U.S. Federal	5117882	10-JAN-2017	5TH AVENUE CHOCOLATIERE, LLC
CHOCOLATE WORKS 	U.S. Federal	5117885	10-JAN-2017	5TH AVENUE CHOCOLATIERE, LLC