

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM840394

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900777058

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bliss Unlimited, LLC		04/04/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	EICF Agent LLC
Street Address:	600 Third Ave.
Internal Address:	38th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3672486	COCONUT BLISS
Registration Number:	6228827	EVERYDAY BLISS
Registration Number:	3307287	LUNA & LARRY'S COCONUT BLISS
Registration Number:	4816506	LUNA + LARRY'S COCONUT BLISS
Serial Number:	90588370	COSMIC BLISS
Serial Number:	97029937	CUPS OF JOY
Serial Number:	90278290	DREAM IT YOURSELF
Serial Number:	90301840	EAT BLISS, NOT THAT

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 3RD AVE.

Address Line 2: C/O REITLER KAILAS & ROSENBLATT LLP

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 8321-03

NAME OF SUBMITTER: Robert Clarida

SIGNATURE: /robert clarida/

DATE SIGNED: 09/19/2023

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: 2858579B044425
Name: Moshe Shalchon
Title: Treasurer

CREDIT PARTIES:

HUMANCO LLC

DocuSigned by:
Moshe Shalchon
By: 2858579B044425
Name: Moshe Shalchon
Title: Treasurer

BLISS UNLIMITED, LLC

DocuSigned by:
Moshe Shalchon
By: 2858579B044425
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