

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM852659

<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>
Green Rabbit Holdings, Inc.		11/10/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Collateral Agent		
<b>Street Address:</b>	1100 Abernathy Road		
<b>Internal Address:</b>	Suite 1600		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30328		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5795322	GREEN RABBIT	
<b>Registration Number:</b>	5929826	SNACK BOX PROS	
<b>Registration Number:</b>	6221137	BREAK BOX	
<b>Registration Number:</b>	5390619	MYTHICAL SWEETS	
<b>Registration Number:</b>	6036990	CANDYHILLS	
<b>Registration Number:</b>	5917691	CYBER SWEETZ	
<b>Serial Number:</b>	90001606	CLEARLY SMART	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	6785534768		
<b>Email:</b>	slickerb@gtlaw.com		
<b>Correspondent Name:</b>	Brittiny Slicker		
<b>Address Line 1:</b>	3333 Piedmont Road NE		
<b>Address Line 2:</b>	Suite 2500		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30305		
<b>ATTORNEY DOCKET NUMBER:</b>	103274.021700		
<b>NAME OF SUBMITTER:</b>	Brittiny Slicker		

CH \$190.00 5795322

<b>SIGNATURE:</b>	/Brittany Slicker/
<b>DATE SIGNED:</b>	11/10/2023
<b>Total Attachments: 6</b> source=PFG GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (Executed 2023.11.10)#page1.tif source=PFG GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (Executed 2023.11.10)#page2.tif source=PFG GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (Executed 2023.11.10)#page3.tif source=PFG GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (Executed 2023.11.10)#page4.tif source=PFG GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (Executed 2023.11.10)#page5.tif source=PFG GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (Executed 2023.11.10)#page6.tif	

**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

**Grant of Security Interest in United States Trademarks** (this “Agreement”), dated as of November 10, 2023, by and between GREEN RABBIT HOLDINGS, INC., a corporation formed under the laws of Delaware (the “Grantor”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as Collateral Agent pursuant to the Fifth Amended and Restated Credit Agreement dated as of September 17, 2021 (in such capacity, the “Grantee”).

WITNESSETH:

WHEREAS, the Grantor is party to the Fifth Amended and Restated Security Agreement dated as of September 17, 2021 (the “Security Agreement”), in favor of the Grantee pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Grantee, for the benefit of the Secured Parties, to make extensions of credit under the Credit Agreement, Grantor hereby agrees with the Grantee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Grantee for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the Trademarks of Grantor including, without limitation, those items listed on Schedule I attached hereto and all Proceeds of any and all of the foregoing; provided that with respect to any application in the United States Patent and Trademark Office to register a Trademark on the basis of Grantor’s “intent to use” such Trademark will not be deemed to be Collateral unless and until a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in Grantor’s Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

SECTION 5. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Grantee shall, at the reasonable request of the Grantor, execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the

collateral pledge, grant, lien and security interest in Grantor's Trademarks listed on Schedule I attached hereto.

SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

SECTION 7. Governing Law; Jurisdiction; Waiver of Jury Trial, Etc.

(a) THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

(b) ANY LEGAL ACTION OR PROCEEDING ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, WILL BE TRIED EXCLUSIVELY IN THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR, IF SUCH COURT DOES NOT HAVE SUBJECT MATTER JURISDICTION, IN ANY STATE COURT LOCATED IN THE BOROUGH OF MANHATTAN, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, GRANTOR AND THE GRANTEE CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF, AND VENUE IN, SUCH COURTS. GRANTOR AND THE GRANTEE IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF *FORUM NON CONVENIENS*, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AGREEMENT OR OTHER DOCUMENT RELATED THERETO.

(c) EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 7(C) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

SECTION 8. Severability. In case any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations

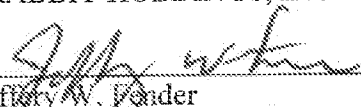
to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Continued on following page.]

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

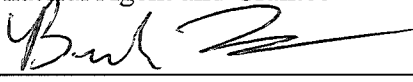
Very truly yours,

GREEN RABBIT HOLDINGS, INC.

By:   
Name: Jeffrey W. Fender  
Title: Senior Vice President and Treasurer

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Collateral Agent and Grantee

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

Name: Brendan Hogan

Title: Vice President

[PFG—GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS]

**TRADEMARK**  
**REEL: 008255 FRAME: 0540**

**SCHEDULE I**  
**to**  
**GRANT OF SECURITY INTEREST**  
**IN UNITED STATES TRADEMARKS**

<b>Owner</b>	<b>Trademark</b>	<b>Registration No. or Serial No. and Registration Date or Serial Date</b>
Green Rabbit Holdings, Inc.	GREEN RABBIT	5795322; 7/2/2019
Green Rabbit Holdings, Inc.	SNACK BOX PROS	5929826; 12/10/2019
Green Rabbit Holdings, Inc.	BREAK BOX	6221137; 12/15/2020
Green Rabbit Holdings, Inc.	MYTHICAL SWEETS	5390619; 1/30/2018
Green Rabbit Holdings, Inc.	CLEARLY SMART	90001606 (Serial Number); 6/15/2020 (Application Filing Date)
Green Rabbit Holdings, Inc.	CANDYHILLS	6036990; 4/21/2020
Green Rabbit Holdings, Inc.	CYBER SWEETZ	5917691; 11/26/2019