

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM856952

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|---|---|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| SEQUENCE: | 2 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Sunniland, LLC | | 11/28/2023 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Wilmington Trust, National Association, as Collateral Agent | | |
| Street Address: | 277 Park Avenue, 25th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10172 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3085748 | SUNNILAND CORPORATION | |
| Registration Number: | 3200304 | SUNNILAND | |
| Registration Number: | 2832110 | RITE GREEN | |
| Serial Number: | 97481323 | SUNNILAND PREPLANT | |
| Registration Number: | 4435663 | ALL SOUTH BRAND | |
| Registration Number: | 5802457 | SUNNILAND ALL NATURAL | |
| 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: | 8004945225 | | |
| Email: | ipteam@cogencyglobal.com | | |
| Correspondent Name: | JAY DASILVA | | |
| Address Line 1: | 1025 CONNECTICUT AVE., NW, STE. 712 | | |
| Address Line 2: | COGENCY GLOBAL INC. | | |
| Address Line 4: | WASHINGTON, D.C. 20036 | | |
| ATTORNEY DOCKET NUMBER: | 2186536 TM 2 | | |
| NAME OF SUBMITTER: | Amanda Tyson | | |

OP \$165.00 3085748

| | |
|--|----------------|
| SIGNATURE: | /Amanda Tyson/ |
| DATE SIGNED: | 11/29/2023 |
| Total Attachments: 5 source=2. Sunniland Joinder - Notes Trademark Filing (11.29.23)#page2.tif source=2. Sunniland Joinder - Notes Trademark Filing (11.29.23)#page3.tif source=2. Sunniland Joinder - Notes Trademark Filing (11.29.23)#page4.tif source=2. Sunniland Joinder - Notes Trademark Filing (11.29.23)#page5.tif source=2. Sunniland Joinder - Notes Trademark Filing (11.29.23)#page6.tif | |

NOTES TRADEMARK SECURITY AGREEMENT

This NOTES TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of November 28, 2023, is made by Sunniland, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as the Collateral Agent for the Secured Parties (together, with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to that certain Notes Security Agreement, dated as of June 4, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (the “**Trademark Collateral**”); *provided* that “Trademark Collateral” shall not include and the Security Interest shall not 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 and acceptance 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 (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement. The words “execution,” “signed,” “signature,” and words of like import in this Agreement or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal

effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything herein to the contrary, the Collateral Agent is not under any obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Collateral Agent pursuant to reasonable procedures approved by the Collateral Agent.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

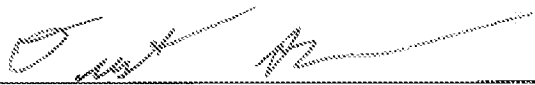
SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

SECTION 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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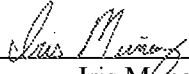
IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

SUNNILAND, LLC

By: 
Name: Dustin Gunderson
Title: Vice President and Secretary

Accepted and Agreed:


**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, as Collateral Agent

By: 
Name: Iris Mañoz
Title: Assistant Vice President

[SIGNATURE PAGE TO NOTES TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 008272 FRAME: 0400**

SCHEDULE A

| <u>Title</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Claimant</u> | <u>Application No.</u> |
|---|-----------------|------------------|-----------------|------------------------|
| SUNNILAND CORPORATION  | 3,085,748 | 4/25/2006 | Sunniland, LLC | 76/294,263 |
| SUNNILAND | 3,200,304 | 1/23/2007 | Sunniland, LLC | 78/253,134 |
| RITE GREEN | 2,832,110 | 4/13/2004 | Sunniland, LLC | 78/253,164 |
| SUNNILAND PREPLANT | | | Sunniland, LLC | 97/481,323 |
| ALL SOUTH BRAND | 4,435,663 | 11/19/2013 | Sunniland, LLC | 85/882,198 |
| SUNNILAND ALL NATURAL | 5,802,457 | 7/9/2019 | Sunniland, LLC | 88/157,416 |