

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM863251

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mother's Market & Kitchen, Inc.		12/22/2023	Corporation:
MRMMK HOLD CO.		12/22/2023	Corporation:

RECEIVING PARTY DATA

Name:	Avidbank
Street Address:	1732 North 1st Street
Internal Address:	6th Floor
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95112
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1440871	MOTHER'S MARKET & KITCHEN
Registration Number:	4351038	MOTHER'S MARKET & KITCHEN
Registration Number:	4712868	MOTHER'S MARKET
Registration Number:	5686758	MOTHER'S MARKET & KITCHEN CALIFORNIA EST
Registration Number:	6102409	MOTHER'S ESTD. 1978
Registration Number:	5686759	MOTHER'S MARKET & KITCHEN LOVING YOU SIN
Registration Number:	5650061	MOTHER'S MARKET & KITCHEN ESTD. 1978
Registration Number:	5650062	MOTHER'S MARKET & KITCHEN ESTD. 1978
Registration Number:	6914177	MOTHER'S CALIFORNIA MARKET
Registration Number:	6937701	WHERE HEALTHY MEETS LIFESTYLE
Registration Number:	5283360	MOTHER'S GARDEN

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: 9198382022

Email: afordehase@smithlaw.com

TRADEMARK

Correspondent Name: Anna Forderhase
Address Line 1: 150 Fayetteville Street, Floor 23
Address Line 4: Raleigh, NORTH CAROLINA 27601

NAME OF SUBMITTER: Anna Forderhase

SIGNATURE: /s/ Anna Forderhase

DATE SIGNED: 12/22/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") is made this December 22, 2023, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually "*Grantor*"), and AVIDBANK, a California banking corporation ("*Bank*").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 22, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Credit Agreement*") by and among MOTHER'S MARKET & KITCHEN, INC., a Delaware corporation ("*Borrower 1*"), MRMMK HOLD CO., a Delaware corporation ("*Borrower 2*", and, together with Borrower 1, individually and collectively, "*Borrower*"), and Bank, Bank agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Bank is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Bank that certain Security Agreement, dated as of even date with the Credit Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Bank this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Bank, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "*Security Interest*") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "*Trademark Collateral*"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

provided that the Trademark Collateral shall not include, and Bank shall not have any security interests in, any "intent to use" trademark applications to the extent that, and solely during the period in which, the

grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law

3. **SECURITY FOR SECURED OBLIGATIONS**. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Bank, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT**. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Security Interest in the Trademark Collateral 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT**. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on Schedule I.

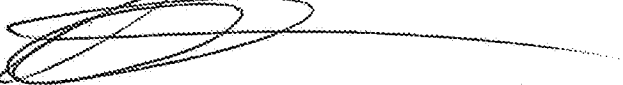
6. **COUNTERPARTS**. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

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

GRANTORS:

MOTHER'S MARKET & KITCHEN, INC.,
a Delaware corporation

By: 
Name: Dorothy Carlow
Title: Chief Executive Officer

MRMMK HOLD CO.,
a Delaware corporation

By: _____
Name: Thomas Lynch
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

BANK:

AVIDBANK,
a California banking corporation

By: _____
Name: Piseth Leng
Title: Vice President

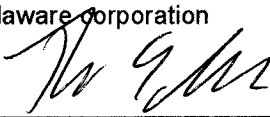
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a Delaware corporation

By: _____
Name: Dorothy Carlow
Title: Chief Executive Officer

MRMMK HOLD CO.,
a Delaware corporation

By:  _____
Name: Thomas Lynch
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

BANK:

AVIDBANK,
a California banking corporation

By: _____
Name: Piseth Leng
Title: Vice President

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By: _____
Name: Dorothy Carlow
Title: Chief Executive Officer

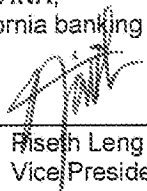
MRMMK HOLD CO.,
a Delaware corporation

By: _____
Name: Thomas Lynch
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

BANK:

AVIDBANK,
a California banking corporation





By:  _____
Name: Riset Leng
Title: Vice President




Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 008298 FRAME: 0375

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Owner	Mark	Jurisdiction	Registration #	Reg Date	Status
Mother's Market & Kitchen, Inc.	MOTHER'S MARKET & KITCHEN	CN	10449805	4/14/2015	REGISTERED
Mother's Market & Kitchen, Inc.		US	1440871	5/26/1987	REGISTERED
Mother's Market & Kitchen, Inc.		CA (State)	02000136	4/9/2019	REGISTERED
Mother's Market & Kitchen, Inc.	MOTHER'S MARKET & KITCHEN	US	4351038	6/11/2013	REGISTERED
Mother's Market & Kitchen, Inc.	MOTHER'S MARKET	US	4712868	3/31/2015	REGISTERED
Mother's Market & Kitchen, Inc.		US	5686758	2/26/2019	REGISTERED
Mother's Market & Kitchen, Inc.		US	6102409	7/14/2020	REGISTERED

Mother's Market & Kitchen, Inc.		US	5686759	2/26/2019	REGISTERED
Mother's Market & Kitchen, Inc.		US	5650061	1/8/2019	REGISTERED
Mother's Market & Kitchen, Inc.		US	5650062	1/8/2019	REGISTERED
Mother's Market & Kitchen, Inc.	MOTHER'S CALIFORNIA MARKET	US	6914177	11/29/2022	REGISTERED
Mother's Market & Kitchen, Inc.	WHERE HEALTHY MEETS LIFESTYLE	US	6937701	12/27/2022	REGISTERED
Mother's Market & Kitchen, Inc.	Mother's Garden	US	5283360	9/12/2017	REGISTERED

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.