

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM863810

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Green Grass Foods, Inc.		12/26/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MidCap Financial Trust, as Administrative Agent		
<b>Street Address:</b>	c/o MidCap Financial Services, LLC, as servicer		
<b>Internal Address:</b>	7255 Woodmont Avenue, Suite 300		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	Statutory Trust: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	98026236	CREAMY COLD BREW	
<b>Registration Number:</b>	5101776	HAPPYSIPPING	
<b>Registration Number:</b>	4882914	NATURE'S DAIRY FREE COFFEE CREAMER	
<b>Registration Number:</b>	6610954	NUT PODS	
<b>Registration Number:</b>	4646184	NUTPODS	
<b>Registration Number:</b>	5749579	PLANT PACK	
<b>Registration Number:</b>	5636600	SIMPLY PLANT-LICIOUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129692900		
<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>	212.969.4041		
<b>Email:</b>	trademark@proskauer.com		
<b>Correspondent Name:</b>	Jeremiah Evans		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	Eleven Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8299		
<b>ATTORNEY DOCKET NUMBER:</b>	11964.567		
<b>NAME OF SUBMITTER:</b>	Jeremiah Evans		

CH \$190.00 98026236

<b>SIGNATURE:</b>	/Jeremiah Evans/
<b>DATE SIGNED:</b>	12/26/2023
<b>Total Attachments: 7</b> source=MidCap_Green Grass - Trademark Security Agreement Executed#page1.tif source=MidCap_Green Grass - Trademark Security Agreement Executed#page2.tif source=MidCap_Green Grass - Trademark Security Agreement Executed#page3.tif source=MidCap_Green Grass - Trademark Security Agreement Executed#page4.tif source=MidCap_Green Grass - Trademark Security Agreement Executed#page5.tif source=MidCap_Green Grass - Trademark Security Agreement Executed#page6.tif source=MidCap_Green Grass - Trademark Security Agreement Executed#page7.tif	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 26, 2023 (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, this “*Trademark Security Agreement*”), is made by the entities identified as grantors on the signature pages hereto (individually, a “*Grantor*” and, collectively, the “*Grantors*”) in favor of MidCap Financial Trust, as administrative agent and collateral agent for the Secured Parties (in such capacities and together with its successors and permitted assigns in such capacities, the “*Administrative Agent*”).

**WHEREAS**, the Grantors are party to a Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, the “*Security Agreement*”), between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent 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

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, 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 (“USPTO”)*, including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered

trademarks and service marks used by a Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

## **SECTION 2.1 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, and acceptance by the USPTO, 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 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent 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. 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. RECORDATION**

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

## **SECTION 5. TERMINATION**

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance in full of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

## **SECTION 6. GOVERNING LAW**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

**SECTION 7. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

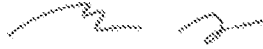
**GREEN GRASS FOODS, INC.**, a Delaware corporation, as a Grantor

By:   
Name: ThanhPhuong M. Haydon  
Title: Chief Executive Officer

**MIDCAP FINANCIAL TRUST,**  
as Administrative Agent

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,  
its general partner

By:   
\_\_\_\_\_  
Name: Maurice Amsellem  
Title: Authorized Signatory

SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT

**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS**

Mark	Jurisdiction	App. No./Reg. No	App. Date/Reg. Date	Owner
CREAMY COLD BREW	USA	SN: 98026236	Filed: June 2, 2023	Green Grass Foods, Inc.
HAPPYSIPPING	USA	SN: 86821406 RN: 5101776	Filed: November 16, 2015 Registered: December 13, 2016	Green Grass Foods, Inc.
NATURE'S DAIRY FREE COFFEE CREAMER	USA	SN: 86471854 RN: 4882914	Filed: December 4, 2014 Registered: January 5, 2016	Green Grass Foods, Inc.
NUT PODS and Design 	USA	SN: 90244478 RN: 6610954	Filed: October 9, 2020 Registered: January 11, 2022	Green Grass Foods, Inc.



Mark	Jurisdiction	App. No./Reg. No	App. Date/Reg. Date	Owner
NUTPODS	USA	SN: 86037927 RN: 4646184	Filed: August 14, 2013 Registered: November 25, 2014	Green Grass Foods, Inc.
PLANT PACK	USA	SN: 88098991 RN: 5749579	Filed: August 30, 2018 Registered: May 14, 2019	Green Grass Foods, Inc.
SIMPLY PLANT-LICIOUS	USA	SN: 87794784 RN: 5636600	Filed: February 12, 2018 Registered: December 25, 2018	Green Grass Foods, Inc.