

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM864679

<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>
Mother's Market & Kitchen, Inc.		12/22/2023	Corporation: DELAWARE
MRMMK HOLD CO.		12/22/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Convergent Capital Partners IV, L.P.		
<b>Street Address:</b>	9855 W. 78th St., Suite 320		
<b>City:</b>	Eden Prairie		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55344		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1440871	MOTHER'S MARKET & KITCHEN	
<b>Registration Number:</b>	4351038	MOTHER'S MARKET & KITCHEN	
<b>Registration Number:</b>	4712868	MOTHER'S MARKET	
<b>Registration Number:</b>	5686758	MOTHER'S MARKET & KITCHEN CALIFORNIA EST	
<b>Registration Number:</b>	6102409	MOTHER'S ESTD. 1978	
<b>Registration Number:</b>	5686759	MOTHER'S MARKET & KITCHEN LOVING YOU SIN	
<b>Registration Number:</b>	5650061	MOTHER'S MARKET & KITCHEN ESTD. 1978	
<b>Registration Number:</b>	5650062	MOTHER'S MARKET & KITCHEN ESTD. 1978	
<b>Registration Number:</b>	6914177	MOTHER'S CALIFORNIA MARKET	
<b>Registration Number:</b>	6937701	WHERE HEALTHY MEETS LIFESTYLE	
<b>Registration Number:</b>	5283360	MOTHER'S GARDEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123713207		
<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>	612-371-2461		
<b>Email:</b>	englishj@ballardspahr.com		
<b>Correspondent Name:</b>	Jennifer J English		

CH \$290.00 1440871

**Address Line 1:** 9312 Elliot Ave S  
**Address Line 4:** Bloomington, MINNESOTA 55420-3854

<b>ATTORNEY DOCKET NUMBER:</b>	00414859
<b>NAME OF SUBMITTER:</b>	Jennifer J. English
<b>SIGNATURE:</b>	/Jennifer J. English/
<b>DATE SIGNED:</b>	12/29/2023

**Total Attachments: 7**

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THIS INSTRUMENT, AS WELL AS THE INDEBTEDNESS, RIGHTS (INCLUDING ALL LIENS AND SECURITY INTERESTS) AND OBLIGATIONS EVIDENCED HEREBY, ARE AND SHALL AT ALL TIMES BE AND REMAIN SUBORDINATED IN RIGHT AND TIME OF PAYMENT TO THE EXTENT AND IN THE MANNER SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT (AS AMENDED, SUPPLEMENTED, RESTATED, REPLACED, REFINANCED OR OTHERWISE MODIFIED FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS THEREOF, THE "SUBORDINATION AGREEMENT") DATED AS OF DECEMBER 22, 2023, BY AND AMONG THE LENDER, AS THE SUBORDINATED CREDITOR (AS DEFINED THEREIN), AND AVIDBANK (AS DEFINED THEREIN), TO THE PRIOR PAYMENT IN FULL (AS DEFINED THEREIN) OF ALL AVIDBANK INDEBTEDNESS (AS DEFINED THEREIN) AND ANY RELATED LIENS AND SECURITY INTERESTS, AND EACH HOLDER (OR AGENT THEREFOR) OF THIS INSTRUMENT BY ITS ACCEPTANCE HEREOF IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

### 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 CONVERGENT CAPITAL PARTNERS IV, L.P., a Delaware limited partnership ("*Lender*").

#### WITNESSETH:

WHEREAS, pursuant to that certain Securities Purchase 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 Lender, Lender agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lender 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 Lender 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 Lender 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 Lender 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 Lender 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 Lender, 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 Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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 Lender 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 Lender 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 Lender'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 Carlou  
Title: Chief Executive Officer

**MRMMK HOLD CO.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: Thomas Lynch  
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

**LENDER:**

**CONVERGENT CAPITAL PARTNERS IV, L.P.,**  
a Delaware limited partnership

By: Convergent Capital IV, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name: John Chan  
Title: Managing Member

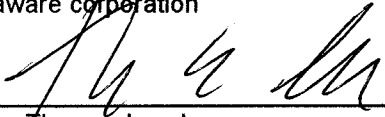
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**GRANTORS:**

**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:

**LENDER:**

**CONVERGENT CAPITAL PARTNERS IV, L.P.,**  
a Delaware limited partnership

By: Convergent Capital IV, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name: John Chan  
Title: Managing Member

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:

**LENDER:**

**CONVERGENT CAPITAL PARTNERS IV, L.P.,**  
a Delaware limited partnership

By: Convergent Capital IV, LLC  
Its: General Partner



By:  \_\_\_\_\_  
Name: John Chan  
Title: Managing Member

**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.