

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM867117

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Cibo Vita LLC		01/10/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Agent		
Street Address:	1525 West W.T. Harris Blvd		
Internal Address:	MAC D1109-019		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6785772	WOODPECKER	
Registration Number:	4711996	CHOCOLATE ORCHARD	
Registration Number:	4413144	NATURE'S GARDEN	
Registration Number:	3864151	WOODPECKER FOODS	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	037216-0046		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/Angela M. Amaru		
DATE SIGNED:	01/10/2024		

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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 10, 2024 (this “**Agreement**”), is made by and among **NEW CIBO VITA LLC**, a Delaware limited liability company (the “**Grantor**”), in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, in its capacity as Collateral Agent for the Secured Parties pursuant to the Credit Agreement (as defined below) (in such capacity, the “**Agent**”).

WHEREAS, pursuant to that certain Credit Agreement, dated as of January 10, 2024, by and among the Grantor, **CIBO HOLDINGS II, LLC**, a Delaware limited liability company (“**Holdings**”), the Agent and certain lenders from time to time party thereto (the “**Lenders**”) (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Lenders have agreed to make extensions of credit to the Grantor upon the terms and conditions set forth therein;

WHEREAS, as a condition precedent to the obligation of the Lenders to make the extensions of credit to the Grantor under the Credit Agreement, the Grantor entered into that certain Security Agreement, dated as of January 10, 2024, by and among the Grantor, Holdings, the Agent and the other parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which the Grantor assigned, transferred and granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

WHEREAS, each of the Credit Agreement and the Security Agreement requires the Grantor to execute this Agreement, in order to record the security interest granted to the Lender for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower hereby agrees as follows:

SECTION 1 DEFINED TERMS

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2 GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

Section 2.1 Grant of Security. The Grantor hereby pledges, assigns and transfers to the Agent for the benefit of the Secured Parties, and hereby grants to the Agent for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, in which the Borrower now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations:

all domestic, foreign, and multinational trademarks, service marks, trade names, trade dress, trade styles, internet domain names, corporate and company names, business and fictitious business names, certification marks, collective marks, and other source or business identifiers, whether or not registered, and with respect to any and all of the foregoing; (i) all registrations and applications for the registration thereof, including the registrations and applications listed on Schedule A to this Agreement; (ii) all extensions and renewals thereof; (iii) all goodwill of the business connected with the use of and symbolized by any of the foregoing; (iv) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past, present or future infringements, dilutions or other violations thereof; (v) the right to sue for past, present, and future infringements, dilutions or other violations of any of the foregoing; and (vi) all rights of any kind accruing thereunder or pertaining thereto throughout the world.

Section 2.2 Certain Limited Exclusions.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 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 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; provided that, upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of an intent-to-use trademark application pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use application shall constitute Collateral.

SECTION 3 SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement, and the Borrower hereby acknowledges and affirms that the rights and remedies of the 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 REPRESENTATION AND WARRANTY.

Schedule A correctly sets forth all applied for and federally registered Trademarks owned by the Borrower in its own name as of the date hereof, other than any intent-to-use Trademark applications prior to the filing of a “**Statement of Use**”, “**Amendment to Allege Use**” or similar filing with regard thereto. For the avoidance of doubt, any Trademark that has expired or been abandoned, including the name of the registered owner and the registration or publication number (or, if applicable, the applicant and the application number) of each such Trademark owned by any Grantor (as defined in the Security Agreement), shall be excluded from Schedule A.

SECTION 5 GOVERNING LAW.


THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAWS OTHER THAN THE LAWS OF THE STATE OF NEW YORK), PROVIDED, HOWEVER, THAT IF THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK SHALL GOVERN IN REGARD TO THE VALIDITY, PERFECTION OR EFFECT OF PERFECTION OF ANY LIEN OR IN REGARD TO PROCEDURAL MATTERS AFFECTING ENFORCEMENT OF ANY LIENS IN COLLATERAL, SUCH LAWS OF SUCH OTHER JURISDICTIONS SHALL CONTINUE TO APPLY TO THAT EXTENT.

SECTION 6 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. Delivery of an executed signature page of this Agreement by facsimile or electronic (including "PDF") transmission shall be effective as delivery of a manually executed counterpart hereof. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, 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.

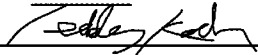
IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NEW CIBO VITA LLC, as a Grantor

By:  **EMRE IMAMOGLU**
Name: Emre Imamoglu
Title: Chief Executive Officer and Secretary

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as the Agent


By:  _____

Name: Teddy Koch

Title: Managing Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	Registration No.	Registration Date	Application No.	Filing Date	Record Owner
WOODPECKER	USA	6,785,772	July 12, 2022	90/784,578	June 21, 2021	New Cibo Vita LLC (f/k/a Cibo Vita Inc.)
CHOCOLATE ORCHARD	USA	4,711,996	March 31, 2015	86/362,820	August 11, 2014	New Cibo Vita LLC (f/k/a Cibo Vita Inc.)
NATURE'S GARDEN & Design 	USA	4,413,144	October 8, 2013	85/681,391	July 19, 2012	New Cibo Vita LLC (f/k/a Cibo Vita Inc.)
WOODPECKER FOODS & Design 	USA	3,864,151	October 19, 2010	77/961,483	March 17, 2010	New Cibo Vita LLC (f/k/a Cibo Vita Inc.)