

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI71661

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Planting Hope Brands, LLC		12/19/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Individual Name:	Jason R. Sundar		
Street Address:	3326 Bayswater Avenue		
City:	Coquitlam		
State/Country:	CANADA		
Postal Code:	V3E 3G3		
Entity Type:	INDIVIDUAL: CANADA		
PROPERTY NUMBERS Total: 37			
Property Type	Number	Word Mark	
Serial Number:	98000265	DRINK TO YOUR OWN HAPPINESS	
Serial Number:	97243364	HOPE AND SESAME	
Serial Number:	97024337	PLANTACADABRA	
Serial Number:	97359173	RIGHTRICE KOOSKOOS	
Serial Number:	90532352	SESAMILK	
Registration Number:	3498428	ARGO	
Registration Number:	3498430	ARGO TEA	
Registration Number:	3711428	CAROLINA HONEY	
Registration Number:	3598240	CHARITEA	
Registration Number:	5445065	CRRRUNCHBITES	
Registration Number:	5681330	DELICIOUSNESS	
Registration Number:	5499655	DELICIOUSNESS	
Registration Number:	5681331	DELICIOUSNESS.COM	
Registration Number:	5504988	DELICIOUSNESS.COM	
Registration Number:	3672569	GREEN TEA GINGER TWIST	
Registration Number:	3711457	HIBISCUS STEAMER	
Registration Number:	5795788	HOPE & SESAME	
Registration Number:	3856138	LOYALTEA	
Registration Number:	4808866	MANGO MATECCINO	

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Property Type	Number	Word Mark
Registration Number:	4346452	MOJITEA
Registration Number:	4346073	PUMPKIN CHAI
Registration Number:	4346454	RED VELVET
Registration Number:	5597052	RIGHTRICE
Registration Number:	3065190	SMOOTEA
Registration Number:	6295390	SNACKHACK
Registration Number:	4104572	TEA + INGREDIENTS WITH PURPOSE
Registration Number:	3704624	TEA SANGRIA
Registration Number:	3704625	TEA SPARKLE
Registration Number:	3704622	TEA SQUEEZE
Registration Number:	4299388	TEAMOSA
Registration Number:	4813386	TEA-ÑA COLADA
Registration Number:	4546888	TEAPPUCCINO
Registration Number:	3711430	VALENTEA PASSION
Registration Number:	5875307	VEGGICOPIA
Registration Number:	3539708	
Registration Number:	3869064	WHITE FROSTEA
Registration Number:	3711431	WHITE TEA ACAI SQUEEZE

CORRESPONDENCE DATA

Fax Number: 3146673633

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: 3145526299

Email: trademarks@thompsoncoburn.com

Correspondent Name: Mr. Matthew J. Himich

Address Line 1: Thompson Coburn LLP

Address Line 2: One US Bank Plaza

Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	69562-215370
NAME OF SUBMITTER:	LORI DILLON
SIGNATURE:	LORI DILLON
DATE SIGNED:	03/06/2024

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("**Trademark Security Agreement**"), dated as of December 19, 2023 is made by Planting Hope Brands, LLC, a Delaware limited liability company (the "**Grantor**"), in favor of the Lenders listed on the signature page to the below-defined Loan Agreement (the "**Lenders**," and each, a "**Lender**").

WHEREAS, the Grantor is a wholly-owned subsidiary of The Planting Hope Company, Inc. ("**Parent**");

WHEREAS, Parent has entered into a Loan Agreement dated of even date herewith (the "**Loan Agreement**"), with the Lenders party thereto and in connection therewith Parent entered into a General Security Agreement dated of even date herewith (the "**Parent Security Agreement**");

WHEREAS, Grantor will receive material benefit from the proceeds of the credit provided under the Loan Agreement and, accordingly, has entered into a Subsidiary Guarantee dated of even date herewith and a General Security Agreement dated of even date herewith (the "**Subsidiary Security Agreement**") in order to provide credit support and collateral for the Parent's obligations under the Loan Agreement; and

WHEREAS, under the Subsidiary Security Agreement, the Grantor has granted to the Lenders a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

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

1. Grant of Security. Grantor hereby pledges and grants to the Lenders, ratably, a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the "**Trademark Collateral**"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to

and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by a Lender.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Subsidiary Security Agreement, which is hereby incorporated by reference. The provisions of the Subsidiary Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lenders with respect to the Trademark Collateral are as provided by the Loan Agreement, the Subsidiary Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to expand or limit such rights and remedies.

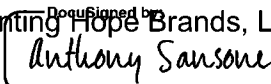
4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

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

DocuSigned by:
Planting Hope Brands, LLC

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By: _____
Name: Anthony Sansone
Title: CFO
Address for Notices: Planting Hope Brands, LLC
4710 N. Sheridan Road
Chicago IL
60640 USA
Attn: Julia Stamberger, CEO

Trademark	Trademark Status	Application No	Application Date	Registration No	Registration Date
ARGO	Registered	77373439	1/16/2008	3498428	9/9/2008
ARGO TEA	Registered	77373558	1/16/2008	3498430	9/9/2008
CAROLINA HONEY	Registered	77666406	2/9/2009	3711428	11/17/2009
CHARITEA	Registered	77553770	8/22/2008	3598240	3/31/2009
CRRRUNCHEBITES	Registered	87532650	7/18/2017	5445065	4/10/2018
DELICIOUSNESS	Registered	87481232	6/8/2017	5681330	2/19/2019
DELICIOUSNESS	Registered	87977560	6/8/2017	5499655	6/19/2018
DELICIOUSNESS.COM	Registered	87481234	6/8/2017	5681331	2/19/2019
DELICIOUSNESS.COM	Registered	87977564	6/8/2017	5504988	6/26/2018
DRINK TO YOUR OWN HAPPINESS	Pending	98000265	5/17/2023		
GREEN TEA GINGER TWIST	Registered	77666568	2/9/2009	3672569	8/25/2009
HIBISCUS STEAMER	Registered	77674631	2/20/2009	3711457	11/17/2009
HOPE & SESAME	Registered	87980672	10/7/2016	5795788	7/2/2019
HOPE AND SESAME	Pending	97243364	1/28/2022		
LOYALTEA	Registered	77929396	2/5/2010	3856138	10/5/2010
MANGO MATECCINO	Registered	85747226	10/5/2012	4808866	9/8/2015
MOJITEA	Registered	85747125	10/5/2012	4346452	6/4/2013
PLANTACADABRA	Pending	97024337	9/13/2021		
PUMPKIN CHAI	Registered	85734181	9/20/2012	4346073	6/4/2013
RED VELVET	Registered	85747177	10/5/2012	4346454	6/4/2013
RIGHTRICE	Registered	87598342	9/6/2017	5597052	10/30/2018
RIGHTRICE KOOSKOOS	Pending	97359173	4/12/2022		
SESAMILK	Pending	90532352	2/17/2021		
SMOOTEA	Registered	78457650	7/27/2004	3065190	3/7/2006
SNACKHACK	Registered	87196486	10/7/2016	6295390	3/16/2021
TEA + INGREDIENTS WITH PURPOSE	Registered	85296485	4/15/2011	4104572	2/28/2012
TEA SANGRIA	Registered	77666588	2/9/2009	3704624	11/3/2009
TEA SPARKLE	Registered	77666597	2/9/2009	3704625	11/3/2009
TEA SQUEEZE	Registered	77666352	2/9/2009	3704622	11/3/2009
TEAMOSA	Registered	85660243	6/25/2012	4299388	3/5/2013

Trademark	Trademark Status	Application No	Application Date	Registration No	Registration Date
TEA-ÑA COLADA	Registered	86006930	7/10/2013	4813386	9/15/2015
TEAPPUCCINO	Registered	86070769	9/20/2013	4546888	6/10/2014
VALENTEA PASSION	Registered	77666479	2/9/2009	3711430	11/17/2009
VEGGICOPIA	Registered	87981696	10/7/2016	5875307	10/1/2019
Wavy Lines in a Circle Design	Registered	77375773	1/18/2008	3539708	12/2/2008
WHITE FROSTEA	Registered	77666390	2/9/2009	3869064	11/2/2010
WHITE TEA ACAI SQUEEZE	Registered	77666530	2/9/2009	3711431	11/17/2009