

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467008

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sprout Foods, Inc.		03/23/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	NH EXPANSION CREDIT FUND HOLDINGS LP		
Street Address:	1585 BROADWAY, 37TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	3786214	SPROUT	
Registration Number:	4784123	SPROUT SMASH	
Registration Number:	4827624	SPROUT RISE	
Registration Number:	4959046	SPROUT	
Registration Number:	5195694	HONESTY PLEDGE NO CONCENTRATES NON-GMO	
Registration Number:	5195695	NO CONCENTRATES HONESTY PLEDGE NON-GMO	
Registration Number:	5254664	HONESTY PLEDGE ALWAYS TRANSPARENT NON-GM	
Registration Number:	5254668	ALWAYS TRANSPARENT HONESTY PLEDGE NON-GM	
Serial Number:	87144227	SPROUT ORGANIC SMASH	
Serial Number:	87144280	SPROUT	
Serial Number:	87144293	SPROUT ORGANIC CURLZ	
Serial Number:	87202004	HONESTY PLEDGE ALWAYS TRANSPARENT NON-GM	
Serial Number:	87202010	ALWAYS TRANSPARENT HONESTY PLEDGE NON-GM	
Serial Number:	87202029	SPROUT POWER PAK	
Serial Number:	87202062	PLANT POWERED CHICKPEAS & LENTILS	
Serial Number:	87213684	PLANT POWERED	
Serial Number:	87495731	SPROUT ORGANIC CURLZ	
Serial Number:	87495743	SPROUT ORGANIC CRISPY CHEWS	
Serial Number:	87495748	PLANT POWERED	

CH \$565.00 3786214

Property Type	Number	Word Mark
Serial Number:	87495753	PLANT POWERED PROTEIN
Serial Number:	87495760	SPROUT ORGANIC TWO PEAS IN A POD
Serial Number:	87497082	SPROUT POWER PAK

CORRESPONDENCE DATA

Fax Number: 9495676710

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: 9498527709

Email: mweddington@orrick.com

Correspondent Name: Orrick, Herrington & Sutcliffe LLP

Address Line 1: 2050 Main St., Suite 1100

Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	9631.140
NAME OF SUBMITTER:	Marley Weddington
SIGNATURE:	/Marley K. Weddington/
DATE SIGNED:	03/23/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 23, 2018 (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by the entity identified as a grantor on the signature pages hereto (the “Grantor”) in favor of NH EXPANSION CREDIT FUND HOLDINGS LP, as secured party (together with its successors and permitted assigns, the “Secured Party”).

WHEREAS the Grantor is party to the Note and Warrant Purchase and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Purchase Agreement”) among the Grantor and the other grantors from time to time party thereto and the Secured Party pursuant to which the Grantor granted a security interest to the Secured Party in the Trademark Collateral (as defined below) and is 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 are hereby acknowledged, the Grantor hereby agrees with the Secured Party as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein (including in the preamble of this Agreement) shall have the meanings given to them in the Purchase Agreement, as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 Scope of Grant. The Grantor, as security for the payment and performance in full of the Obligations of the Grantor, hereby pledges to the Secured Party, its successors and permitted assigns, and hereby grants to the Secured Party, its successors and permitted assigns, 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 the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names, and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration applications filed in connection therewith, including the registrations and registration applications filed in the United States Patent and Trademark Office (“USPTO”) 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 the Grantor, and all goodwill connected with the use thereof and symbolized thereby,
- (ii) all additions 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

to the extent not otherwise included, all proceeds, products, accessions, rents and profits of any and all of the foregoing.

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 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 such intent-to-use application or any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. COLLATERAL AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Purchase Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Purchase 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 Purchase Agreement, the provisions of the Purchase Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO record this 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 of the Obligations (other than contingent indemnity obligations not yet due). Upon the termination of this Agreement, the Secured Party shall, at the expense of the Grantor, execute all documents, make all filings and take all other actions reasonably requested by the Grantor 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 laws of the State of New York.

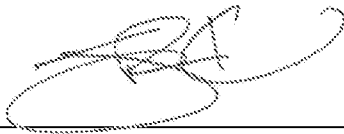
SECTION 7. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable.

[Remainder of page intentionally left blank]

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.

SPROUT FOODS, INC., as Grantor

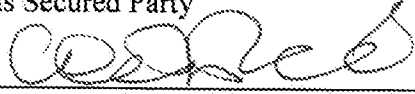
By:  _____

Name: Jason Kucharczuk

Title: Chief Financial Officer

Acknowledged and Agreed:


**NH EXPANSION CREDIT FUND HOLDINGS
LP, as Secured Party**

By: 

Name: William Reiland

Title: MANAGING DIRECTOR

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Owner	Trademark / Trademark Application	Trademark No. / Application No.	Issue Date / Application Date
Sprout Foods, Inc.	SPROUT RISE	4,827,624	October 6, 2015
Sprout Foods, Inc.	SPROUT 	4,959,046	May 17, 2016
Sprout Foods, Inc.	SPROUT ORGANIC SMASH	87/144,227	August 19, 2016
Sprout Foods, Inc.	PLANT POWERED	87213684	October 24, 2016
Sprout Foods, Inc.	PLANT POWERED PROTEIN	87495753	June 19, 2017
Sprout Foods, Inc.	HONESTY PLEDGE NO CONCENTRATES NON-GMO	5195694	May 2, 2017
Sprout Foods, Inc.	SPROUT ORGANIC CRISPY CHEWS	87495743	June 19, 2017
Sprout Foods, Inc.	SPROUT	87144280	August 19, 2016
Sprout Foods, Inc.	SPROUT POWER PAK	87202029	October 13, 2016
Sprout Foods, Inc.	ALWAYS TRANSPARENT HONESTY PLEDGE NON-GMO	5254668	August 1, 2017
Sprout Foods, Inc.	SPROUT POWER PAK	87497082	June 20, 2017
Sprout Foods, Inc.	ALWAYS TRANSPARENT HONESTY PLEDGE NON-GMO	87202010	October 13, 2016
Sprout Foods, Inc.	SPROUT ORGANIC TWO PEAS IN A POD	87495760	June 19, 2017
Sprout Foods, Inc.	PLANT POWERED	87495748	June 19, 2017
Sprout Foods, Inc.	HONESTY PLEDGE ALWAYS TRANSPARENT NON-GMO	87202004	October 13, 2016
Sprout Foods, Inc.	SPROUT ORGANIC CURLZ	87144293	August 19, 2016
Sprout Foods, Inc.	SPROUT	3786214	May 4, 2010
Sprout Foods, Inc.	HONESTY PLEDGE ALWAYS TRANSPARENT NON-GMO	5254664	August 1, 2017
Sprout Foods, Inc.	SPROUT SMASH	4784123	August 4, 2015
Sprout Foods, Inc.	SPROUT ORGANIC CURLZ	87495731	June 19, 2017
Sprout Foods, Inc.	PLANT POWERED CHICKPEAS & LENTILS	87202062	October 13, 2016
Sprout Foods, Inc.	NO CONCENTRATES HONESTY PLEDGE NON-GMO	5195695	May 2, 2017

Schedule A

4163-7398-2738.3

RECORDED: 03/23/2018

TRADEMARK
REEL: 006310 FRAME: 0119