

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM484242

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Collateral Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Healthy Food Ingredients, LLC		07/30/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A., as Agent		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4700368	"AMAIZINGLY" GOOD FOR YOU	
<b>Registration Number:</b>	4704406	CORNBERRY	
<b>Registration Number:</b>	3697085	SUNTAVA	
<b>Registration Number:</b>	3697086	SUNTAVA	
<b>Registration Number:</b>	3697084	UNLOCKING NATURE'S BRILLIANCE	
<b>Registration Number:</b>	4889246	UNLOCKING NATURE'S BRILLIANCE	
<b>Registration Number:</b>	4907818	SUNTAVA	
<b>Registration Number:</b>	4912770	SUNTAVA	
<b>Registration Number:</b>	5019481	HEALTHY FOOD INGREDIENTS	
<b>Registration Number:</b>	5066972	ANCIENTGRISPS	
<b>Registration Number:</b>	5067129	HFI	
<b>Registration Number:</b>	5206427	CULTIVATING GOODNESS	
<b>Registration Number:</b>	5229575	CULTIVATING GOODNESS.	
<b>Registration Number:</b>	5436644	INTEGRIPURE	
<b>Serial Number:</b>	87820272	PROTECT YOUR BRAND PROMISE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$390.00 4700368

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Email:** michael.barys@clarivate.com  
**Correspondent Name:** Laura L. Dunn  
**Address Line 1:** 111 West Monroe Street  
**Address Line 2:** Chapman and Cutler LLP  
**Address Line 4:** Chicago, ILLINOIS 60603

<b>NAME OF SUBMITTER:</b>	Laura L. Dunn
<b>SIGNATURE:</b>	/Michael Barys/
<b>DATE SIGNED:</b>	08/01/2018

**Total Attachments: 7**  
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source=Trademark Agreement for filing#page2.tif  
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Healthy Food Ingredients, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Delaware limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) July 30, 2018

- Assignment
- Security Agreement
- Other Trademark Collateral Agreement
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: BMO Harris Bank N.A., as Agent

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship National
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Laura L. Dunn

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-3408

Docket Number: \_\_\_\_\_

Email Address: ldunn@chapman.com

**6. Total number of applications and registrations involved:**

15

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**  for Chapman and Cutler LLP

Signature

July 30, 2018

Date

Laura L. Dunn, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK COLLATERAL AGREEMENT

This 30th day of July, 2018, HEALTHY FOOD INGREDIENTS, LLC, a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at 4666 Amber Valley Parkway S, Fargo, North Dakota 58104, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO HARRIS BANK N.A., a national banking association ("*BMO Harris*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors as defined in the Security Agreement referred to below (BMO Harris acting as such administrative agent and any successor or successors to BMO Harris acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to Agent a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*"):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) 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 (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith among Debtor, the other debtors party thereto and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations.

When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York (including Section 5-1401 and Section 5-1402 of the General Obligations law of the State of New York) without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

HEALTHY FOOD INGREDIENTS, LLC

By James Hamel  
Name James Hamel  
Title Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

HEALTHY FOOD INGREDIENTS, LLC

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.



By Betzaida Erdelyi  
Name: Betzaida Erdelyi  
Its: Managing Director

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]


**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

Mark	Serial No. / Registration No.	Owner
"AMAIZINGLY" GOOD FOR YOU	85/891,248 4,700,368	Healthy Food Ingredients, LLC
CORNBERRY	85/911,46 4,704,406	Healthy Food Ingredients, LLC
SUNTAVA	77/977,839 3,697,085	Healthy Food Ingredients, LLC
SUNTAVA (and Design) 	77/977,840 3,697,086	Healthy Food Ingredients, LLC
UNLOCKING NATURE'S BRILLIANCE	77/977,823 3,697,084	Healthy Food Ingredients, LLC
UNLOCKING NATURE'S BRILLIANCE	86/663,311 4,889,246	Healthy Food Ingredients, LLC
SUNTAVA	86/663101 4,907,818	Healthy Food Ingredients, LLC
SUNTAVA (and Design) 	86/663,300 4,912,770	Healthy Food Ingredients, LLC



Mark	Serial No. / Registration No.	Owner
HEALTHY FOOD INGREDIENTS	86/767,388 5,019,481	Healthy Food Ingredients, LLC
ANCIENTGRISPS	86/736,755 5,066,972	Healthy Food Ingredients, LLC
HFI	86/767,449 5,067,129	Healthy Food Ingredients, LLC
CULTIVATING GOODNESS	87/127,643 5,206,427	Healthy Food Ingredients, LLC
CULTIVATING GOODNESS (and Design) <i>Cultivating goodness.</i> 	87/150,806 5,229,575	Healthy Food Ingredients, LLC
INTEGRIPURE	87/514,483 5,436,644	Healthy Food Ingredients, LLC

**PENDING FEDERAL TRADEMARK APPLICATIONS**

MARK	SERIAL NO.	OWNER
PROTECT YOUR BRAND PROMISE	87/820,272 (Pending Registration)	Healthy Food Ingredients, LLC