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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM552984

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Creative Snacks Co., LLC		12/11/2019	Limited Liability Company: NORTH CAROLINA

### **RECEIVING PARTY DATA**

Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent	
Street Address:	IL1-1145/54/63, P.O. Box 6026	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60680-6026	
Entity Type:	National Banking Association: UNITED STATES	

### **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Serial Number:	87221532	FOR WHATEVER YOUR MOOD SNACKITUDES
Serial Number:	87217551	SNACKITUDES
Serial Number:	87225470	GRASSY ROOTS SPICE CO.
Serial Number:	87217606	GRASSY ROOTS SPICE CO.
Serial Number:	85164031	CREATIVE SNACKS CO. NATURALLY DELICIOUS
Serial Number:	85163807	CREATIVE SNACKS CO.

# **CORRESPONDENCE DATA**

Fax Number:

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:** 3129932652

**Email:** heather.poitras@lw.com

Correspondent Name: Heather Poitras
Address Line 1: 330 North Wabash

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	049067-0151
NAME OF SUBMITTER:	Heather Poitras
SIGNATURE:	/hp/

DATE SIGNED:	12/12/2019	
Total Attachments: 5		
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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement") dated as of December 11, 2019, by and between CREATIVE SNACKS CO., LLC a North Carolina limited liability company (the "Grantor") and JPMORGAN CHASE BANK, N.A., as administrative agent (the "Administrative Agent"), for the ratable benefit of the Secured Parties (as defined in the Credit Agreement defined below), is entered into in connection with that certain Amended and Restated Credit Agreement dated as May 16, 2019 (as amended, restated, supplemented, extended, refinanced or otherwise modified from time to time, the "Credit Agreement") among KIND Inc., a Delaware corporation, the Lenders (as defined in the Credit Agreement) from time to time party thereto and the Administrative Agent.

This Agreement is executed pursuant to the terms of that certain Security and Pledge Agreement dated as of September 8, 2016 (as amended, restated, supplemented or otherwise modified, the "Security and Pledge Agreement"), among the Grantor, the other grantors party thereto and the Administrative Agent, for the ratable benefit of the Secured Parties. Capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Security and Pledge Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants, and collaterally assigns to the Administrative Agent, for the benefit of the Secured Parties, as collateral security for the payment, performance, and satisfaction of the Secured Obligations (as defined in the Credit Agreement), a continuing first priority security interest in any and all right, title and interest of the Grantor in and to all of the following property of the Grantor, whether now owned or existing or owned, acquired or arising hereafter: all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not at all, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the Trademarks described on Schedule 1 hereto, all common-law rights related to the foregoing, all rights corresponding to any thereof, including, without limitation, the right to obtain all reissues, extensions or renewals thereof and the right to sue for past, present or future infringement or dilution of the foregoing, and including the right to receive all damages therefrom (the "Trademark Collateral"). Notwithstanding the foregoing, the Trademark Collateral shall not include any Excluded Property, including any "intent to use" trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, 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" trademark application or any registration issuing therefrom under applicable Law.

The rights and remedies of the Administrative Agent, on behalf of the Secured Parties, with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security and Pledge Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security and Pledge Agreement, the provisions of the Security and Pledge Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have duly executed this Trademark Security Agreement on the day and year first written above.

GRANTOR:

CREATIVE SNACKS CO., LLC

By: Zahir Ibrahim

Title: Chief Financial Officer and Treasurer

Creative Snacks Co., LLC Trademark Security Agreement Singature Page

Acknowledged and accepted:

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent

By:

Name: Matthew Landry
Title: Authorized Officer

Signature Page to Trademark Security Agreement

# SCHEDULE 1

# Trademarks

Trademark	Serial No	Reg. No. Reg. Date	Status
FOR WHATEVER YOUR MOOD SNACKITUDES	87221532	5514540	Issued
SNACKITUDES	87217551	5514527	Issued
GRASSY ROOTS Sprice CO.	87225470	5509219	Issued
GRASSY ROOTS SPICE CO.	87217606	5509191	Issued
CREATIVE SNACKS GO. Naturally Delicious	85164031	4008762	Issued

Trademark	Serial No	Reg. No. Reg. Date	Status
CREATIVE SNACKS CO.	85163807	4008761	Issued
CREATIVE SNACKS CO.			

**RECORDED: 12/12/2019**