

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM599133

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
YummyEarth Inc.		09/23/2020	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Freeport Financial Partners LLC, as Agent		
<b>Street Address:</b>	200 S. Wacker Dr., Suite 925		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6119543	CHOCOLATE ROLL'N STONES ORGANIC CRUNCHYC	
<b>Registration Number:</b>	6086199	GIGGLES	
<b>Registration Number:</b>	5927127	WE HAVE SMILES IN THE BAG!	
<b>Registration Number:</b>	5967901	SWEET. SIMPLE. SMILES.	
<b>Registration Number:</b>	5402951	SWEET ON SIMPLE	
<b>Registration Number:</b>	4953129	HONESTLY CRAFTED	
<b>Registration Number:</b>	4428292	FRUITFRUIT ORGANICS	
<b>Registration Number:</b>	4310830	SOUR BEANS	
<b>Registration Number:</b>	3956251	FRUITFRUIT	
<b>Registration Number:</b>	3997132	YUMEARTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637806		
<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>			
<b>Phone:</b>	3128637198		
<b>Email:</b>	nancy.brougher@goldbergkohn.com		
<b>Correspondent Name:</b>	Nancy J. Brougher, Paralegal		
<b>Address Line 1:</b>	c/o Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 East Monroe, Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		

OP \$265.00 6119543

<b>ATTORNEY DOCKET NUMBER:</b>	7213.069
<b>NAME OF SUBMITTER:</b>	Nancy Brougher
<b>SIGNATURE:</b>	/njb/
<b>DATE SIGNED:</b>	09/23/2020

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 23, 2020, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Freeport Financial Partners LLC ("Freeport"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof, (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among YUMEarth HOLDING COMPANY, a Delaware corporation ("Holdings"), YUMMYEARTH INC., a New Jersey corporation (the "Borrower"), the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto, Freeport, as Agent for the Lenders, and U.S. Bank National Association, as Paying Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement dated as of the date hereof, in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all

of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all exclusive Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, the Trademark Collateral shall not include any application for a Trademark registration filed with the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act ("Intent to Use Application") prior to the filing with and acceptance by the United States Patent and Trademark Office of a Statement of Use (as described in Section 1(d) of the Lanham Act) or an Amendment to Allege Use (as described in Section 1(c) of the Lanham Act).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Trademark Security Agreement is entered into for recording purposes; in the event of any conflict between the terms and provisions of this Trademark Security Agreement and the Guaranty and Security Agreement, the terms and provisions of the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Intellectual Property licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or electronic mail of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or electronic transmission shall be

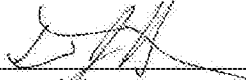
treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]


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

YUMMYEARTH INC.,  
a New Jersey corporation, as Grantor

By:   
Name: Daniel J. Haynes  
Title: Vice President and Treasurer

ACCEPTED AND AGREED  
as of the date first above written:

FREEPORT FINANCIAL PARTNERS LLC  
as Agent

By:   
Name: Steve Papalas  
Title: Managing Director

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. UNITED STATES REGISTERED TRADEMARKS

TRADEMARK	SERIAL NUMBER	REG. NUMBER	REG. DATE
CHOCOLATE ROLL'N STONES ORGANIC CRUNCHYCANDIES	88015341	6119543	08/04/20
GIGGLES	87901885	6086199	06/23/20
WE HAVE SMILES IN THE BAG!	87601367	5927127	12/03/19
SWEET. SIMPLE. SMILES.	87601043	5967901	01/21/20
SWEET ON SIMPLE	87276659	5402951	02/13/18
HONESTLY CRAFTED	86710081	4953129	05/03/16
FRUITFRUIT ORGANICS	85862980	4428292	11/05/13
SOUR BEANS	85605330	4310830	03/26/13
FRUITFRUIT	85189435	3956251	05/03/11
YUMEARTH	85189431	3997132	07/19/11

2. CANADIAN REGISTERED TRADEMARKS

Country	Trademark	Reg. Date	Reg. No.	Status
Canada	SWEET ON SIMPLE	11/27/2019	TMA1064525	Registered
Canada	YUMEARTH	1/29/2013	TMA841593	Registered
Canada	YUMMY EARTH	5/13/2011	TMA797497	Registered