

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM663897

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	LIEN		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FHC Acquisition Company, LLC		06/29/2021	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FHC Residual, LLC		
<b>Street Address:</b>	7733 Forsyth Blvd. Suite 1400		
<b>City:</b>	St. Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63105		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4150147	FARMHOUSE CULTURE	
<b>Registration Number:</b>	4907094	FARMHOUSE CULTURE RAW ORGANIC GOODNESS N	
<b>Registration Number:</b>	4912010	FARMHOUSE CULTURE RAW ORGANIC GOODNESS N	
<b>Registration Number:</b>	5230522	FERMENT-O-VENT	
<b>Registration Number:</b>	5282880	GUT PUNCH	
<b>Registration Number:</b>	4859490	GUT SHOT	
<b>Serial Number:</b>	88610177	KRAUT KRISPS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4156597333		
<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>	415.836.2506		
<b>Email:</b>	TMDocket@us.dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US)		
<b>Address Line 1:</b>	555 Mission Street, Suite 2400		
<b>Address Line 2:</b>	Attn: Gina Durham, Esq.		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105-2933		
<b>NAME OF SUBMITTER:</b>	Jordan Chisek, Esq.		
<b>SIGNATURE:</b>	/Jordan Chisek/		

CH \$190.00 4150147

<b>DATE SIGNED:</b>	07/30/2021
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**Total Attachments: 3**

source=421590-000007 FHC -- Confirmatory TM Security Lien (182656316.1) Executed by Tuft#page1.tif

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source=421590-000007 FHC -- Confirmatory TM Security Lien (182656316.1) Executed by Tuft#page3.tif

## CONFIRMATORY SECURITY LIEN

This Confirmatory Security Lien is entered into by and between FHC Residual, LLC a Delaware limited liability company having an address of 7733 Forsyth Blvd. Suite 1400, St. Louis, MO 63105 (the “**Seller**”) and FHC Acquisition Company, LLC a Colorado limited liability company having an address of 9754 3100 Road, Hotchkiss, CO 81419 (the “**Buyer**”).

**WHEREAS**, in connection with that certain Asset Purchase Agreement (the “**Asset Purchase Agreement**”) dated April 15, 2021 (the “**Effective Date**”) Buyer has granted to Seller a security lien (the “**Security Lien**”) in the trademarks listed in Exhibit A (the “**Trademarks**”); and

**WHEREAS**, the parties execute this Confirmatory Security Lien for the sole purpose of memorializing and recording the Security Lien effected by the Asset Purchase Agreement.

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

As of the Effective Date, the Asset Purchase Agreement created a continuing first priority lien and security interest in the Trademarks and shall (a) remain in full force and effect until payment and performance in full of the Obligations (as defined in the Asset Purchase Agreement), (b) be binding upon the Buyer, its successors and permitted assigns, and (c) inure to the benefit of the Seller and its successors, transferees and assigns.

Each party represents that it has the power and authority to enter into this Confirmatory Security Lien. To the extent that any provision of this Confirmatory Security Lien conflicts or is inconsistent with the terms and conditions of the Asset Purchase Agreement, the Asset Purchase Agreement will govern. If any term of this Confirmatory Security Lien is held invalid or unenforceable for any reason, the remainder of such term shall be amended to achieve as closely as possible the effect of the original term, and all other terms shall continue in full force and effect. This Confirmatory Security Lien may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which when taken together, shall constitute one and the same instrument.

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**IN WITNESS WHEREOF**, the parties have caused this Confirmatory Security Lien to be executed as of this 29th day of June, 2021.

**SELLER:**

**FHC Residual, LLC**

By: *Keith Freeman*  
B394B21BDCBB4D8...

Name: Keith Freeman

Title: Authorized Representative

**BUYER:**

**FHC Acquisition Company, LLC**

By: *Sarah Tuft*

Name: Sarah Tuft

Title: Member

[Signature Page to Confirmatory Security Lien]

**EXHIBIT A**

<b>Jurisdiction</b>	<b>Mark</b>	<b>App. No.</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
United States	FARMHOUSE CULTURE	85441101	4150147	5/29/2012
United States	FARMHOUSE CULTURE RAW ORGANIC GOODNESS NATURALLY PROBIOTIC KRAUT CLASSIC and Design	86438957	4907094	3/1/2016
United States	FARMHOUSE CULTURE RAW ORGANIC GOODNESS NATURALLY PROBIOTIC KRAUT CLASSIC CARAWAY and Design	86438964	4912010	3/8/2016
United States	FERMENT-O-VENT	86948565	5230522	6/27/2017
United States	GUT PUNCH	87275395	5282880	9/5/2017
United States	GUT SHOT	86606707	4859490	11/24/2015
United States	KRAUT KRISPS	88610177		
Canada	FARMHOUSE CULTURE	1936009		
Canada	GUT PUNCH	1843301	TMA1057087	10/1/2019
Canada	GUT SHOT	1750136	TMA971815	5/26/2017