

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM730882

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
S & P Ingredient Development, LLC		05/27/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Administrative Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	6718619	MAKE A CLEAN SWAP	
Serial Number:	88430940	BEYOND HIMALAYAN	
Serial Number:	90696925	BEYOND SEA SALT	
Serial Number:	90696938	BEYOND SEA SALT	
Serial Number:	90696950	BEYOND SEA SALT	
Serial Number:	97091168	BEYOND KOSHER SALT	
Serial Number:	88862141	NUSAVOR	
Registration Number:	4591125	SALT FOR LIFE	
Registration Number:	6114574	BEYOND HIMALAYAN	
Registration Number:	6381635	NUFORM	
Registration Number:	6679956	BEYOND HIMALAYAN	
Registration Number:	6343221	NUXTEND	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	18888295819		
Email:	john.cunningham@wolterskluwer.com		
Correspondent Name:	CT Corporation		

OP \$315.00 6718619

Address Line 1: 208 S. LaSalle
Address Line 2: Suite 814
Address Line 4: Chicago, ILLINOIS 60604

NAME OF SUBMITTER: Diandra M. LaMantia

SIGNATURE: /Diandra M. LaMantia/

DATE SIGNED: 05/27/2022

Total Attachments: 5

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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):

S & P Ingredient Development, LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other limited liability company _____

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

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

Execution Date(s) May 27, 2022

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BMO Harris Bank N.A., as Administrative agent

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Individual(s) Citizenship _____
 Association Citizenship USA
 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 attached hereto and made a part hereof.

B. Trademark Registration No.(s)

See Schedule A attached hereto and made a part hereof.

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: Diandra M. LaMantia

Internal Address: Chapman and Cutler LLP

Street Address: 320 South Canal Street

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312-845-3274

Docket Number: _____

Email Address: lamantia@chapman.com

6. Total number of applications and registrations involved:

12

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

May 27, 2022

Date

Diandra M. LaMantia, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

TRADEMARK COLLATERAL AGREEMENT

This 27th day of May, 2022, S & P INGREDIENT DEVELOPMENT, LLC, a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at 600 Hwy 169 South, Suite 885, St. Louis Park, MN 55426, 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 hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO Harris acting as such administrative agent and any successors or assigns to BMO Harris acting in such capacity being hereinafter referred to as "*Agent*"), and grants to Agent for the benefit of the Secured Creditors 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 and all other Debtors as set out in that certain Security Agreement dated as of May 27, 2022 between Debtor, such other Debtors and Agent, as the same may be supplemented, amended, modified, or restated from time to time (the "*Security Agreement*"). All capitalized terms used in this Trademark Collateral Agreement without definition shall have the same meaning herein as such terms have in 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 Trademark Collateral Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by 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 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 counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Trademark Collateral Agreement and the other Loan Documents, and any separate letter agreements with respect to fees payable to BMO Harris, constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page of this Trademark Collateral Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Collateral Agreement. 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 and the other Loan Documents including, without limitation, any Assignment shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronics Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[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.


S & P INGREDIENT DEVELOPMENT, LLC

By:  _____

Name: Arthur Stickley
Title: Chief Financial Officer

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

BMO HARRIS BANK N.A., as Agent

By:  _____

Name: Meaghan E. Jacobsen
Title: Director

**SCHEDULE A
To
TRADEMARK COLLATERAL AGREEMENT
REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS**

Mark	Status	Application Number	Filing Date	Registration Number	Reg. Date
MAKE A CLEAN SWAP	Registered	90780545	06/17/2021	6718619	05/03/2022
BEYOND HIMALAYAN	Pending	88430940	05/15/2019		
BEYOND SEA SALT	Pending	90696925	05/07/2021		
BEYOND SEA SALT	Pending	90696938	05/07/2021		
BEYOND SEA SALT	Pending	90696950	05/07/2021		
BEYOND KOSHER SALT	Pending	97091168	10/25/2021		
NUSAVOR	Pending	88862141	04/07/2020		
SALT FOR LIFE	Registered	85866054	03/04/2013	4591125	08/26/2014
BEYOND HIMALAYAN	Registered	88430954	05/15/2019	6114574	07/28/2020
NUFORM	Registered	88862136	04/07/2020	6381635	06/08/2021
BEYOND HIMALAYAN	Registered	88430948	05/15/2019	6679956	03/22/2022
NUXTEND	Registered	88862150	04/07/2020	6343221	05/04/2021