

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM733129

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
YummyEarth Inc.		06/07/2022	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Freeport Financial Partners LLC, as Agent		
Street Address:	200 S. Wacker Dr., Suite 925		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6689648	ROLL'N STONES	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	3128637198		
Email:	nancy.brougher@goldbergekohn.com		
Correspondent Name:	Nancy J. Brougher, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe, Suite 3300		
Address Line 4:	CHICAGO, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7213.069		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	06/08/2022		
Total Attachments: 4			
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**FIRST AMENDMENT TO
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT ("Amendment") to that certain Trademark Security Agreement dated as of September 23, 2020 (the "Trademark Security Agreement") made by YUMMYEARTH INC., a New Jersey corporation ("Grantor"), in favor of in favor of Freeport Financial Partners LLC ("Freeport"), as agent (in such capacity, together with its successors and permitted assigns, the "Agent") is dated as of June 7, 2022.

RECITALS

WHEREAS, pursuant to that certain Credit Agreement dated as of September 23, 2020 (as amended by that certain Waiver and Amendment No. 1 to Credit Agreement, dated as of May 20, 2021, as amended by that certain Amendment No. 2 to Credit Agreement, dated as of the date hereof, and as further amended, restated, amended and restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among YUMEARTH HOLDING COMPANY, a Delaware corporation ("Holdings"), Grantor, 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 Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor, certain affiliates of Grantor, and Agent are parties to that certain Guaranty and Security Agreement dated as of September 23, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"), pursuant to which, among other things, Grantor has granted to the Agent a security interest in substantially all of Grantor's assets, including, without limitation, all of its Trademarks;

WHEREAS, since the date of Grantor's execution of the Trademark Security Agreement, Grantor has acquired an additional Trademark (the "New Trademark"); and

WHEREAS, in accordance with the Guaranty and Security Agreement, the parties agree to amend the Trademark Security Agreement to confirm the inclusion of such New Trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

SECTION 1. Schedules. Schedule I to the Trademark Security Agreement shall be deemed to refer to Schedule I as supplemented by the addition of the New Trademark scheduled on Schedule I attached hereto.

SECTION 2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

IN WITNESS WHEREOF, Grantor and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

YUMMYEARTH INC.,
a New Jersey corporation, as Grantor

By:  _____

Name: Daniel J. Haynes

Title: Vice President and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

FREEPORT FINANCIAL PARTNERS LLC
as Agent

By: 
Name: Josh Howie
Title: Managing Director

SCHEDULE 1

Trademark Registrations

1. UNITED STATES REGISTERED TRADEMARKS

TRADEMARK	SERIAL NUMBER	REG. NUMBER	REG. DATE
ROLL'N STONES	90503896	6689648	04/05/22