

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM737988

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOTHAM GREENS FARMS LLC		06/29/2022	Limited Liability Company: NEW YORK
GOTHAM GREENS HOLDINGS, PBC		06/29/2022	Public Benefit Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	5878366	GOTHAM GREENS	
Registration Number:	5612384	UGLY GREENS BY GOTHAM GREENS	
Registration Number:	5019499	ROOFTOP REDS	
Registration Number:	4733810	GOTHAM GREENS	
Registration Number:	4733814	GOTHAM GREENS LOCAL PRODUCE	
Registration Number:	5612385	UGLY GREENS (ARE BEAUTIFUL)	
Registration Number:	5612386	UGLY GREENS	
Serial Number:	88772133	GOTHAM GREENS	
Serial Number:	88944581	GREENS YOU CAN FEEL GOOD ABOUT	
Serial Number:	88944590	TRANSFORMING HOW AND WHERE FRESH FOOD IS	
Serial Number:	90843138	BROOKLYN CRUNCH	
Serial Number:	90843021	WINDY CITY CRUNCH	
Serial Number:	90843294	CHESAPEAKE CRUNCH	
Serial Number:	90843346	ROCKY MOUNTAIN CRUNCH	
Serial Number:	90843432	NEW ENGLAND CRUNCH	
Serial Number:	90843450	CALIFORNIA CRUNCH	
Serial Number:	90843475	GOLDEN STATE CRUNCH	

CH \$490.00 5878366

Property Type	Number	Word Mark
Serial Number:	90843524	ALWAYS IN SEASON
Serial Number:	90843241	GREENHOUSE CRUNCH

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: 3127018637
Email: IPDocket@mayerbrown.com
Correspondent Name: William R. Siegel, Mayer Brown LLP
Address Line 1: P.O. BOX 2828
Address Line 4: CHICAGO, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	22701068
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	06/30/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 29, 2022 (this “Agreement”), between **GOTHAM GREENS FARMS LLC**, a New York limited liability company, (“Gotham Greens Farms”), **GOTHAM GREENS HOLDINGS, PBC**, a Delaware public benefit company (the “Borrower”, and together with Gotham Greens Farms, the “Grantors” and each, a “Grantor”) and **ARES CAPITAL CORPORATION** (the “Administrative Agent”), as administrative agent for various lenders providing financing to the Grantor.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of June 29, 2022 (as it may be amended or modified from time to time, the “Credit Agreement”) among Borrower, the other loan parties party thereto, the lenders from time to time party there to (the “Lenders”), and the Administrative Agent, as administrative agent for the Lenders, the Lenders have agreed to make certain loans to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, each Grantor holds all right, title and interest in and to the trademarks, trademark applications and trademark licenses listed on Annex I attached hereto, which trademarks, trademark applications and trademark licenses are registered or applied for in the United States Patent and Trademark Office (collectively, the “Trademarks”);

WHEREAS, each Grantor, has entered into the Pledge and Security Agreement, dated as of the date hereof (as it may be amended or modified from time to time, the “Security Agreement”), in favor of the Administrative Agent, for its benefit and the benefit of the Lenders and other secured parties (collectively, the “Security Interest Beneficiaries”);

WHEREAS, pursuant to the Security Agreement, each Grantor has assigned to the Administrative Agent and granted to the Administrative Agent, for the benefit of the Security Interests Beneficiaries, a continuing security interest in all right, title and interest of each such Grantor in, to and under the (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world (collectively, the “Collateral”);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and the Administrative Agent hereby agree as follows:

(a) Each Grantor does hereby pledge, convey, sell, assign, transfer and set over unto the Administrative Agent and grants to the Administrative Agent, for the benefit of the Security Interest Beneficiaries, a continuing security interest in the Collateral to secure, for the benefit of the Security Interest Beneficiaries, the prompt payment and performance of the Secured Obligations.

(b) Notwithstanding the foregoing, the Collateral shall not include any Excluded Property (including any intent-to-use trademark application prior to the filing and acceptance by the Applicable IP Office 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 under applicable federal law).

(c) Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein; provided, however, that nothing in this Agreement shall expand, limit, or otherwise modify the security interests granted pursuant to the Security Agreement. To the extent of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall control to the extent necessary to eliminate such conflict.

(d) This Agreement may not be amended, restated or otherwise modified except in accordance with the terms of the Security Agreement, pursuant to which the Administrative Agent may modify this Agreement by amending Annex I attached hereto to include reference to any right, title or interest of the Administrative Agent in any additional Trademark and to delete any reference to any Trademarks in which such Grantor no longer has any right, title or interest.

(e) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

(f) This Agreement shall be binding upon and inure to the benefit of each Grantor and the Administrative Agent and their respective successors and assigns.

(g) This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same Agreement.

* * * * *

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed by its officer thereunto as of the day and year first above written.

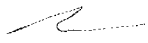
GOTHAM GREENS FARMS LLC, as a Grantor

DocuSigned by:
By: Viraj Puri
Name: Viraj Puri
Title: Manager

GOTHAM GREENS HOLDINGS, PBC, as a Grantor

DocuSigned by:
By: Viraj Puri
Name: Viraj Puri
Title: Chief Executive Officer


ARES CAPITAL CORPORATION, as Administrative Agent

By:  _____


Name: Scott Lem
Title: Authorized Signatory

ANNEX I
to
Trademark Security Agreement

TRADEMARKS

Mark Name	Country	Registration No.	Registration Date	Renewal Date	Owner of Record
GOTHAM GREENS	United States	5878366	October 8, 2019		Gotham Greens Farms LLC
UGLY GREENS BY GOTHAM GREENS	United States	5612384	November 20, 2018		Gotham Greens Farms LLC
ROOFTOP REDS	United States	5019499	August 9, 2016		Gotham Greens Farms LLC
GOTHAM GREENS	United States	4733810	May 12, 2015		Gotham Greens Farms LLC
GOTHAM GREENS LOCAL PRODUCE & Design 	United States	4733814	May 12, 2015		Gotham Greens Farms LLC
UGLY GREENS ARE BEAUTIFUL	United States	5612385	November 20, 2018		Gotham Greens Farms LLC
UGLY GREENS	United States	5612386	November 20, 2018		Gotham Greens Farms LLC

TRADEMARK APPLICATIONS

Mark Name	Country	Application No.	Application Date	Owner of Record
GOTHAM GREENS 	United States	88772133	Registration Pending. Notice of Allowance issued August 18 2020.	Gotham Greens Farms LLC
GREENS YOU CAN FEEL GOOD ABOUT	United States	88944581	June 2, 2020	Gotham Greens Farms LLC
TRANSFORMING HOW AND WHERE FRESH	United States	88944590	June 2, 2020	Gotham Greens Farms LLC

FOOD IS GROWN				
BROOKLYN CRUNCH	United States	90843138	July 22, 2021	Gotham Greens Holdings, PBC
WINDY CITY CRUNCH	United States	90843021	July 22, 2021	Gotham Greens Holdings, PBC
CHESAPEAKE CRUNCH	United States	90843294	July 22, 2021	Gotham Greens Holdings, PBC
ROCKY MOUNTAIN CRUNCH	United States	90843346	July 22, 2021	Gotham Greens Holdings, PBC
NEW ENGLAND CRUNCH	United States	90843432	July 22, 2021	Gotham Greens Holdings, PBC
CALIFORNIA CRUNCH	United States	90843450	July 22, 2021	Gotham Greens Holdings, PBC
GOLDEN STATE CRUNCH	United States	90843475	July 22, 2021	Gotham Greens Holdings, PBC
ALWAYS IN SEASON	United States	90843524	July 22, 2021	Gotham Greens Holdings, PBC
GREENHOUSE CRUNCH	United States	90843241	July 22, 2021	Gotham Greens Holdings, PBC