

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM738478

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Amendment to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mother Parker's Tea & Coffee Inc.		05/30/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	The Bank of Nova Scotia, as Agent		
Street Address:	40 King Street West, 62nd Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5W 2X6		
Entity Type:	Company: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78526545	DISTINCTIVELY YOURS	
Serial Number:	76559683	MOTHER PARKERS	
Serial Number:	86794758	ALTZA	
Serial Number:	88403932		
CORRESPONDENCE DATA			
Fax Number:	5123228388		
<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:	5123222500		
Email:	crystle.garbade@bakerbotts.com		
Correspondent Name:	Baker Botts LLP		
Address Line 1:	98 San Jacinto Blvd.		
Address Line 2:	Suite 1500		
Address Line 4:	Austin, TEXAS 78701		
ATTORNEY DOCKET NUMBER:	073701.0451		
NAME OF SUBMITTER:	Crystle Garbade		
SIGNATURE:	/Crystle Garbade/		
DATE SIGNED:	07/01/2022		
Total Attachments: 6			

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SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "**Amendment**") dated as of May 30, 2022, is between **MOTHER PARKER'S TEA & COFFEE INC.**, an Ontario corporation (the "**Grantor**"), and **The Bank of Nova Scotia**, in its capacity as agent for the Secured Parties as such term is defined in the Credit Agreement (the "**Agent**").

WITNESSETH

WHEREAS, the Grantor and the Agent are party to a trademark security agreement dated as of March 14, 2013, as amended by an Amendment to Trademark Security Agreement dated as of June 13, 2019 (as such agreement may be further amended, supplemented, restated, modified, changed, renewed or replaced from time to time, the "**Trademark Security Agreement**").

AND WHEREAS, all capitalized terms used in this amending agreement which are not otherwise defined in this amending agreement shall have the meaning established for such terms in the Trademark Security Agreement;

AND WHEREAS, the Grantor has acquired and now owns certain additional Trademark Collateral (collectively, the "**Acquired Trademark Collateral**") and some other Trademark Collateral has expired, been cancelled or abandoned and is no longer held by the Grantor.

AND WHEREAS the Grantor and the Agent wish to amend the Trademark Security Agreement as hereinafter provided.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged by the parties to this amending agreement, the Grantor and the Agent agree as follows:

1. Schedule 1 to the Trademark Security Agreement is hereby deleted in its entirety and replaced with Schedule 1 to this Amendment.
2. The parties acknowledge and agree that the Acquired Trademark Collateral shall be included and shall constitute Trademark Collateral as defined in and subject to the Trademark Security Agreement. For greater clarity, all items in the amended Schedule 1 hereto shall constitute Trademark Collateral subject to the Trademark Security Agreement.
3. All other terms and conditions of the Trademark Security Agreement remain unamended and the Trademark Security Agreement remains in full force and effect and is hereby ratified and confirmed in all respects.
4. This Amendment and the Trademark Security Agreement shall be read together as a single agreement. In the event of any conflict between this Amendment and the Trademark Security Agreement, this Amendment shall govern.
5. This Amendment is binding upon and shall enure to the benefit of the Grantor and the Agent and each of their respective successors and assigns.
6. Except to the extent that the UCC provides for the application of the law of any other jurisdiction, this Agreement shall be construed in accordance with and be governed by the laws of the State of New York, without regard to principle of conflicts of laws other than Section 5-1401 of the General Obligations Law of

the State of New York. Wherever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

7. This Amendment may be executed by one or more of the parties to this amending agreement on any number of separate counterparts and by PDF or facsimile counterparts, and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery by any party or other signatory of an executed counterpart of this amending agreement by facsimile or electronic mail or in PDF format shall be equally effective as delivery of an original executed counterpart of this Amendment.

[Signature page follows]

DATED as of the date first noted above.

GRANTOR:

MOTHER PARKER'S TEA & COFFEE INC.

By: Brian McClelland
Name: Brian McClelland
Title: Chief Financial Officer

By: _____
Name: Fred Schaeffer
Title: President & Chief Executive Officer

AGENT:

THE BANK OF NOVA SCOTIA, as Agent

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

DATED as of the date first noted above.

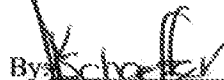
GRANTOR:

MOTHER PARKER'S TEA & COFFEE INC.

By: _____

Name: Brian McClelland

Title: Chief Financial Officer

By: 

Name: Fred Schaeffer

Title: President & Chief Executive Officer

AGENT:

THE BANK OF NOVA SCOTIA, as Agent

Per: _____

Name:

Title:

Per: _____

Name:

Title:

DATED as of the date first noted above.

GRANTOR:


MOTHER PARKER'S TEA & COFFEE INC.

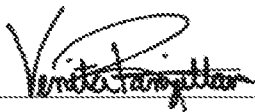
By: _____
Name:
Title:

By: _____
Name:
Title:

AGENT:

THE BANK OF NOVA SCOTIA, as Agent

Per: 
Name: Clement Yu
Title: Director

Per: 
Name: Venita Ramjattan
Title: Associate