

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM776549

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VIVE ORGANIC, INC.		12/23/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 S. Dearborn		
Internal Address:	Floor L2, IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5307222	VIVE ORGANIC	
Registration Number:	5441352	VIVE ORGANIC IMMUNITY BOOST	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	KLATHROP@PROSKAUER.COM		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	80489.005		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	12/27/2022		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) dated as of December 23, 2022, among the Grantor listed on the signature pages hereof (the “*Grantor*”), and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (together with its permitted successors and assigns, “*Administrative Agent*”) for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of August 23, 2021 (as amended by that certain First Amendment to Credit Agreement, dated as of December 8, 2021, as amended by that certain Second Amendment to Credit Agreement, dated as of October 11, 2022 and as further amended, restated, supplemented, extended or otherwise modified from time to time, the “*Credit Agreement*”) by and among prior to the Merger and Closing Date Assumption, Suja Merger Sub, LLC, a Delaware limited liability company (“*Merger Sub*”), and following the Merger, Suja Life, LLC, a Delaware limited liability company (as applicable, collectively, the “*Borrower*”), the other Loan Parties party thereto, the various financial institutions party thereto as a lender (each a “*Lender*”, and collectively, the “*Lenders*”), and Administrative Agent, Lenders are willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to Borrowers and the other Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of August 23, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “*Security Agreement*”); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants, collaterally assigns, and pledges to Administrative Agent, for the ratable benefit of the Secured Parties, a Security Interest in all of such Grantor’s right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “*Trademark Collateral*”):

(a) all of such Grantor’s Trademarks, including those referred to on Schedule I hereto;

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor, or any of them, to Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks ownership of any new U.S. applications for registration of and registered trademarks (other than any intent-to-use trademark application constituting Excluded Property) included in the Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give notice in writing to Administrative Agent within such time limit set forth in the Security Agreement with respect to any such new trademarks for which such Grantor files an application for registration with the U.S. Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting the Grantor's obligations under this Section 5, the Grantor hereby authorizes Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any new trademark rights registered or applied for trademarks of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this

Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. SUCCESSORS AND ASSIGNS. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. GOVERNING LAW. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer or officers thereunto duly authorized as of the date first above written.

GRANTOR:

VIVE ORGANIC, INC.

a Delaware corporation


By: 

Name: Jeff Pedersen

Title: Chief Financial Officer and Treasurer

**ACKNOWLEDGED AND
AGREED:**

**JPMORGAN CHASE BANK, N.A., as
Administrative Agent**

By: 
Name: Bryan Kelly
Title: VP

TRADEMARK SECURITY AGREEMENT

**TRADEMARK
REEL: 007929 FRAME: 0944**

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Mark	App. No. / App. Date	Reg. No. / Reg. Date	Status	Owner
VIVE ORGANIC	86/847955 14-DEC-2015	5307222 10-OCT-2017	Registered	Vive Organic, Inc.
VIVE ORGANIC IMMUNITY BOOST (Stylized & Design)	87/337987 16-FEB-2017	5441352 10-APR-2018	Registered	Vive Organic, Inc.

Trademark Applications

None.