# OP \$465.00 87979808

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM795995

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Spring Sola, LLC		03/15/2023	Limited Liability Company: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Canyon Lake Funding, LLC		
Street Address:	1111 Brickell Avenue, Suite 1830		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Limited Liability Company: DELAWARE		

## **PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Serial Number:	87979808	LOSE THE SUGAR, NOT THE TASTE
Serial Number:	87979807	LOSE THE SUGAR, KEEP THE TASTE
Serial Number:	87742905	LOSE THE SUGAR, NOT THE TASTE
Serial Number:	87742903	LOSE THE SUGAR, NOT THE TASTE
Serial Number:	87713757	LOSE THE SUGAR, KEEP THE TASTE
Serial Number:	87713733	LOSE THE SUGAR, KEEP THE TASTE
Serial Number:	87532254	TASTE THE DIFFERENCE YOU CAN'T TASTE
Serial Number:	87532248	TASTE THE DIFFERENCE YOU CAN'T TASTE
Serial Number:	87532234	TASTE THE DIFFERENCE YOU CAN'T TASTE
Serial Number:	87532225	TASTE THE DIFFERENCE YOU CAN'T TASTE
Serial Number:	87532220	SOLA
Serial Number:	87532169	SOLA
Serial Number:	87469795	SOLA
Serial Number:	87332048	SOLA
Serial Number:	87299143	SOLA
Serial Number:	87299134	SOLA
Serial Number:	87304760	SOLA
Serial Number:	86352522	SOLA

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900759043

#### 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.

Correspondent Name: Maggie McGill

Address Line 1: 300 S. Tryon, Ste 2700

Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Maggie McGill
SIGNATURE:	/Maggie McGill/
DATE SIGNED:	03/21/2023

#### **Total Attachments: 6**

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#### TRADEMARK SECURITY AGREEMENT

**Trademark Security Agreement**, dated as of March 15, 2023 (this "**Trademark Security Agreement**"), by Spring Sola, LLC, a Delaware limited liability company (the "**Grantor**"), in favor of Canyon Lake Funding, LLC, as lender (in such capacity, the "**Lender**") under the Second Amended and Restated Loan Agreement and Secured Promissory Note, dated as of February 24, 2023, by and among Spring Foods, LLC, a Delaware limited liability company ("**Holdings**"), Spring Foods, Holdings, Inc., a Delaware corporation ("**Borrower**"), the other loan parties from time to time party thereto, and Lender (the "**Loan Agreement**").

## $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

WHEREAS, pursuant to that certain Joinder to Loan Agreement & Collateral Agreement, dated as of March 2, 2023, by and among the Grantor, Holdings, the Borrower and the Lender, the Grantor is party to that certain Collateral Agreement dated as of November 24, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") in favor of Lender pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and as a condition to the Loan Agreement, Grantor hereby agrees with the Lender as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement.

SECTION 2. <u>Grant of Security Interest in Trademark Collateral</u>. Grantor hereby pledges and grants to Lender a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of Grantor: Trademarks (as defined in the New York UCC) of Grantor listed on <u>Schedule I</u> attached hereto (the "**Trademarks**").

SECTION 3. The Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Collateral Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. <u>Termination</u>. Upon the termination of the Collateral Agreement in accordance with Section 2(d) thereof, Lender shall, at the expense of Grantor, execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic communication of an executed

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counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. <u>Governing Law</u>. The terms of Sections 10 of the Loan Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

# **SPRING SOLA, LLC**

By: Thotay

Name: Charlie Kettering
Title: Authorized Person

CANYON LAKE FUNDING, LLC,

as Lender

By:\_\_\_\_\_

Name: Gian Luca Galeotti Title: Attorney-in-fact

# Schedule I Trademark Registrations and Use Applications

# **Registrations:**

Mark	Owner	Serial No. / Date	Reg. No. / Date	Notes
LOSE THE SUGAR, NOT	Spring Sola, LLC	87979808	5699401	1A
THE TASTE		01/04/2018	03/12/2019	
LOSE THE SUGAR, KEEP	Spring Sola, LLC	87979807	5705358	1A
THE TASTE		12/08/2017	03/19/2019	
LOSE THE SUGAR, NOT	Spring Sola, LLC	87742905	5687328	1A
THE TASTE		01/04/2018	02/26/2019	
LOSE THE SUGAR, NOT	Spring Sola, LLC	87742903	5687327	1A
THE TASTE		01/04/2018	02/26/2019	
LOSE THE SUGAR, KEEP THE TASTE	Spring Sola, LLC	87713757 12/08/2017	6147890 09/08/2020	1A
LOSE THE	Spring Sola, LLC	87713733	6008419	1A
SUGAR, KEEP THE TASTE		12/08/2017	03/10/2020	
TASTE THE DIFFERENCE	Spring Sola, LLC	87532254	5547217	1A
YOU CAN'T TASTE		07/18/2017	08/21/2018	
TASTE THE DIFFERENCE	Spring Sola, LLC	87532248	5576909	1A
YOU CAN'T TASTE		07/18/2017	10/02/2018	

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TASTE THE DIFFERENCE	Spring Sola, LLC	87532234	5576908	1A
YOU CAN'T TASTE		07/18/2017	10/02/2018	
TASTE THE DIFFERENCE	Spring Sola, LLC	87532225	5576907	1A
YOU CAN'T TASTE		07/18/2017	10/02/2018	
SOLA	Spring Sola, LLC	87532220	5365153	1A
		07/18/2017	12/26/2017	
SOLA	Spring Sola, LLC	87532169	5365152	1A
		07/18/2017	12/26/2017	
SOLA	Spring Sola, LLC	87469795	5364928	1A
		05/31/2017	12/26/2017	
SOLA	Spring Sola, LLC	87332048	5467080	1A
		02/10/2017	05/15/2018	
SOLA	Spring Sola, LLC	87299143	5541831	1A
		01/12/2017	08/14/2018	
SOLA	Spring Sola, LLC	87299134	5612540	1A
		01/12/217	11/20/2018	
SOLA	Spring Sola, LLC	87304760	5487526	1A
		01/17/2017	06/05/2018	
SOLA	Spring Sola, LLC	86352522	4745193	1A
		07/30/2014	05/26/2015	

Applications: None.

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**RECORDED: 03/21/2023**