

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM804231

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Innovativ Holdings, LLC		04/18/2023	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Cargill Financial Services International, Inc.		
Street Address:	9320 Excelsior Blvd, MS 142		
City:	Hopkins		
State/Country:	MINNESOTA		
Postal Code:	55343		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	97623574	PROJECT EARTH	
Serial Number:	97623493	PROJECT EARTH	
Serial Number:	97606662	FRESH LOOP	
Serial Number:	97606639	FRESH LOOP	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<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:	6127666911		
Email:	susan.carlson@faegredrinker.com		
Correspondent Name:	Susan Carlson, Faegre Drinker Biddle		
Address Line 1:	90 S 7th St Ste 2200		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Susan Carlson		
SIGNATURE:	/e/ Susan Carlson		
DATE SIGNED:	04/19/2023		
Total Attachments: 5			
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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This Agreement is made as of April 18, 2023 by and between INNOVATIV HOLDINGS, LLC (the "Borrower"), and CARGILL FINANCIAL SERVICES INTERNATIONAL, INC., a Delaware corporation (the "Secured Party").

Pursuant to a Credit Agreement dated as of August 15, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and between the Borrower and the Secured Party, the Secured Party has agreed to make advances and grant certain other financial accommodations to the Borrower.

As a condition to making credit accommodations under the Credit Agreement, the Secured Party required the execution and delivery by the Borrower and the other parties thereto (the "Guarantors") of a Security Agreement dated as of August 15, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Borrower and the Guarantors granted the Secured Party a security interest in substantially all of their personal property.

Pursuant to the Security Agreement, the Borrower has been requested to execute and deliver this Agreement to the Secured Party.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement, the Security Agreement and this Agreement, the parties hereby agree as follows:

1. Definitions.

Terms defined in or pursuant to the Security Agreement and not otherwise defined herein shall have the meanings given them in or pursuant to the Security Agreement. In addition, the following terms have the meanings set forth below:

"Specified Trademark" means each of the Trademarks listed on Schedule A, together with all divisions, foreign counterparts, renewals and extensions thereof.

"Trademark" means any trademark, service mark, collective membership mark, and registration or application for registration of any trademark, service mark or collective membership mark, together with the goodwill associated therewith.

"Trademark Collateral" means all right, title and interest of the Borrower in and to the following, in each case whether now existing or hereafter arising:

- (i) All Trademarks, including the Specified Trademarks.
- (ii) All accounts and other rights to payment (including but not limited to payments of royalties) arising from or relating to any Trademark.
- (iii) All rights to recover for all past, present, and future infringements, dilutions, pre-issuance recoveries and other violations of Trademarks.
- (iv) All present and future license agreements with respect to the Trademarks.
- (v) All proceeds of any and all of the foregoing.

2. Grant of Security Interest.

In order to secure the Obligations, the Borrower hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby grant

and create) a security interest in the Trademark Collateral (excluding, for the avoidance of doubt, any Excluded Collateral) to the Secured Party.

3. Representations and Warranties.

The Borrower represents and warrants that it owns each of the Specified Trademarks, free and clear of any Lien other than Permitted Liens (as each term is defined in the Credit Agreement).

4. General Rights and Obligations.

The rights and obligations of the Borrower and the Secured Party with respect to the Trademark Collateral shall in all respects be governed by the Security Agreement, the terms of which are incorporated as fully as if set forth at length herein. In the event of any conflict between any provision of the Security Agreement and any provision of this Agreement, the provisions of the Security Agreement shall control.

5. Miscellaneous.

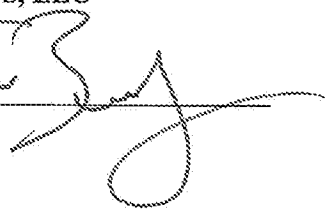
This Agreement is in addition to (and does not replace or otherwise modify) any other Trademark Security Agreement delivered by the Borrower and any Guarantor to the Secured Party.

Signature pages follow.


IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

INNOVATIV HOLDINGS, LLC

By: _____
Name: Timothy Busby
Title: President

A handwritten signature in black ink, appearing to read 'Timothy Busby', written over a horizontal line. The signature is stylized and extends to the right of the line.

CARGILL FINANCIAL SERVICES
INTERNATIONAL, INC.

By 
Name: Erik Haugen
Title: TM Settlement Manager

Signature Page to Supplemental Trademark Security Agreement

TRADEMARK
REEL: 008046 FRAME: 0159

TRADEMARKS AND TRADEMARK APPLICATIONS

United States – Federal

Description	Owner	Application Date	Application Number	Registration Date	Registration Number
PROJECT EARTH	Innovativ Holdings, LLC	10/7/2022	97623574		
PROJECT EARTH	Innovativ Holdings, LLC	10/7/2022	97623493		
FRESH LOOP	Innovativ Holdings, LLC	9/26/2022	97606662		
FRESH LOOP	Innovativ Holdings, LLC	9/26/2022	97606639		

United States – State

None.

Foreign

None.