

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM804234

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NatureStar Global, LLC		04/18/2023	Limited Liability Company: MINNESOTA
Fresh Loop, LLC		04/18/2023	Limited Liability Company: MINNESOTA
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: 10

Property Type	Number	Word Mark
Registration Number:	6549954	NATURE STAR
Registration Number:	6819681	MAKE IT MATTER
Registration Number:	6543987	MATTER
Serial Number:	90772761	NATURE STAR
Serial Number:	90836249	NATURE STARFIBER
Serial Number:	90772807	
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

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: 6127666911

OP \$265.00 6549954

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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TRADEMARK SECURITY AGREEMENT

This Agreement is made as of April 18, 2023 by and among NATURESTAR GLOBAL, LLC, a Minnesota limited liability company ("NatureStar Global"), FRESH LOOP, LLC, a Minnesota limited liability company ("Fresh Loop"), INNOVATIV HOLDINGS, LLC ("Innovativ" and, together with NatureStar Global and Fresh Loop, the "Debtors"), and CARGILL FINANCIAL SERVICES INTERNATIONAL, INC., a Delaware corporation (the "Secured Party").

Pursuant to a Credit Agreement dated as of April 18, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among NatureStar Global, Fresh Loop and NatureStar North America, LLC, a Minnesota limited liability company ("NatureStar NA" and, together with NatureStar Global and Fresh Loop, the "Borrowers"), and the Secured Party, the Secured Party has agreed to make advances and grant certain other financial accommodations to the Borrowers.

As a condition to making credit accommodations under the Credit Agreement, the Secured Party required the execution and delivery by the Debtors and the other parties thereto of a Security Agreement dated as of April 18, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the the Debtors granted the Secured Party a security interest in substantially all of their personal property.

Pursuant to the Security Agreement, each Debtor 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 each Debtor 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, each Debtor 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.

Each Debtor 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 Debtors 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.

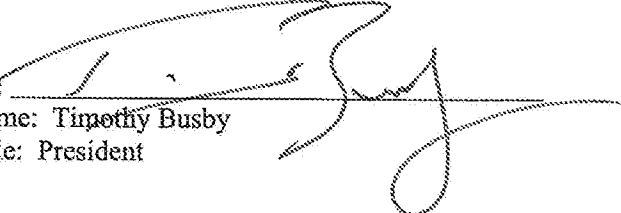
5. Miscellaneous.

This Agreement is in addition to (and does not replace or otherwise modify) any other Trademark Security Agreement delivered by any Debtor 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

NATURESTAR GLOBAL, LLC

By: 
Name: Timothy Busby
Title: President

FRESH LOOP, LLC

By: 
Name: Timothy Busby
Title: President

CARGILL FINANCIAL SERVICES
INTERNATIONAL, INC.

By 
Name: Erik Haugen
Title: TM Settlement Manager

TRADEMARKS AND TRADEMARK APPLICATIONS**United States – Federal**

Description	Owner	Application Date	Application Number	Registration Date	Registration Number
Nature Star	Innovativ Holdings, LLC ¹	11/12/2019	88/689,159	11/09/2021	6,549,954
Make it Matter	NatureStar Global, LLC	07/28/2021	90/852,575	08/16/2022	6,819,681
Matter	Innovativ Holdings, LLC ²	12/16/2020	90/386,675	11/02/2021	6,543,987
Nature Star & Design	Innovativ Holdings, LLC ³	06/14/2021	90/772,761	Pending	Pending
NatureStar Fiber & Design	Fresh Loop, LLC ⁴	07/19/2021	90/836,249	Pending	Pending
Star Design	Innovativ Holdings, LLC ⁵	06/14/2021	90/772,807	Pending	Pending
PROJECT EARTH	Innovativ Holdings, LLC	10/7/2022	97623574	Pending	Pending
PROJECT EARTH	Innovativ Holdings, LLC	10/7/2022	97623493	Pending	Pending
FRESH LOOP	Innovativ Holdings, LLC	9/26/2022	97606662	Pending	Pending
FRESH LOOP	Innovativ Holdings, LLC	9/26/2022	97606639	Pending	Pending

United States – State

None.

Foreign

None.

¹ While TruGenuity, LLC, a Minnesota limited liability company (“TruGenuity”) is currently listed as the owner of this trademark in the records of the United States Patent and Trademark Office (“USPTO”), TruGenuity sold and transferred all of its intellectual property to the Company pursuant to a Bill of Sale and an Intellectual Property Assignment, each dated as of April 25, 2022 and made by TruGenuity in favor of the Company. The Company is in process of updating the USPTO records to reflect its ownership of the intellectual property acquired from TruGenuity.

² See prior footnote.

³ See prior footnote.

⁴ This trademark is registered in the USPTO records to Fresh Loop, LLC’s prior legal name, “NatureStar Fiber, LLC”.

⁵ See footnote 1 above.