

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI198067

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Carrot Farms, LLC		04/29/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Bank of America, N.A., as Agent		
Street Address:	333 S. Hope Street, 19th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2784853	HYDROBIND	
Registration Number:	6436000	WUNDERROOTS	
Registration Number:	4984248	BRENDA BELLE FARMS	
Registration Number:	4984249	BRENDA BELLE FARMS	
CORRESPONDENCE DATA			
Fax Number:	9802157771		
<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:	7044010369		
Email:	kimberly.saltrick@hklaw.com		
Correspondent Name:	Kimberly B Saltrick		
Address Line 1:	400 South Hope Street, 8th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
NAME OF SUBMITTER:	Kimberly Saltrick		
SIGNATURE:	Kimberly Saltrick		
DATE SIGNED:	04/29/2024		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated April 29, 2024, is made by the Person listed on the signature pages hereof (the “Grantor”) in favor of BANK OF AMERICA, N.A. (“BOFA”) as Agent (the “Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Loan, Guaranty and Security Agreement referred to herein.

WHEREAS, Carrot Farms Intermediate, Inc., a Delaware corporation (“Holdings”), New Carrot Farms, LLC, a Delaware limited liability company (“NCF”; and together with any other party joined thereto from time to time as a Borrower, each a “Borrower” and collectively, “Borrowers”), certain Subsidiaries of Holdings joined thereto from time to time as a Guarantor (together with Holdings, each a “Guarantor” and collectively, the “Guarantors”), the financial institutions party thereto from time to time as Lenders and BOFA have entered into the Loan, Guaranty and Security Agreement dated as of April 29, 2024 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Loan Agreement”), pursuant to which the Lenders have severally agreed to make Loans to the Borrowers upon the terms and subject to the conditions therein.

WHEREAS, under the terms of the Loan Agreement, the Grantor has granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Agent for the benefit of the Secured Parties a security interest in all of Grantor’s right, title and interest in and to the registered Trademarks (as defined in the Loan Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule 1 hereto (excluding any Excluded Property) (the “Collateral”).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this Trademark Security Agreement secures the payment of all Obligations of Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

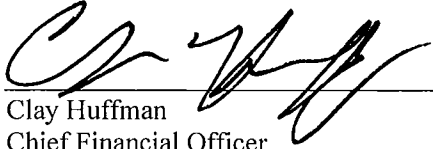
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Loan Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

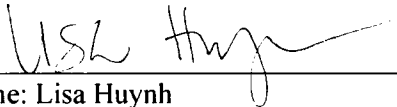
[Signature Pages Follow]

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

NEW CARROT FARMS, LLC,
a Delaware limited liability company

By: 
Name: Clay Huffman
Title: Chief Financial Officer

BANK OF AMERICA, N.A.,
as Agent

By: 
Name: Lisa Huynh
Title: Vice President

SCHEDULE 1

**New Carrot Farms, LLC
(Delaware Limited Liability Company)**

U.S. Trademarks

Trademark Registrations

REGISTERED OWNER	MARK	REGISTRATION NO.
New Carrot Farms, LLC	HYDROBIND	2784853
New Carrot Farms, LLC	WUNDERROOTS	6436000
New Carrot Farms, LLC	BRENDA BELLE FARMS	4984248
New Carrot Farms, LLC	BRENDA BELLE FARMS	4984249

Schedule 1
to
Trademark Security Agreement