

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM429465

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Priority Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Harmless Harvest, Inc.		05/26/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ACF FINCO I LP		
<b>Street Address:</b>	560 White Plains Road, Suite 400		
<b>City:</b>	Tarrytown		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10591		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87232949	HARMLESS HARVEST HARMLESS COCONUT WATER	
<b>Serial Number:</b>	86894758	HARMLESS	
<b>Registration Number:</b>	5074107	HARMLESS COCONUT	
<b>Serial Number:</b>	86894771	HARMLESS COCONUT	
<b>Serial Number:</b>	86920187	HARMLESS ENERGY	
<b>Registration Number:</b>	4057125	HARMLESS HARVEST	
<b>Serial Number:</b>	86894781	HARMLESS HARVEST	
<b>Serial Number:</b>	87232954	HARMLESS HARVEST HARMLESS COCONUT WATER	
<b>Serial Number:</b>	86894796		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2136305788		
<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>			
<b>Phone:</b>	213-891-5935		
<b>Email:</b>	hpanneck@buchalter.com		
<b>Correspondent Name:</b>	HELEN PANNECK		
<b>Address Line 1:</b>	1000 Wilshire Boulevard, Suite 1500		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90017		
<b>ATTORNEY DOCKET NUMBER:</b>	F0030-0118		

CH \$240.00 87232949

<b>NAME OF SUBMITTER:</b>	Helen Panneck
<b>SIGNATURE:</b>	/Helen Panneck/
<b>DATE SIGNED:</b>	05/31/2017
<b>Total Attachments: 9</b> source=Executed Memorandum and Notice of Security Interest in IP (HHI) (2)#page1.tif source=Executed Memorandum and Notice of Security Interest in IP (HHI) (2)#page2.tif source=Executed Memorandum and Notice of Security Interest in IP (HHI) (2)#page3.tif source=Executed Memorandum and Notice of Security Interest in IP (HHI) (2)#page4.tif source=Executed Memorandum and Notice of Security Interest in IP (HHI) (2)#page5.tif source=Executed Memorandum and Notice of Security Interest in IP (HHI) (2)#page6.tif source=Executed Memorandum and Notice of Security Interest in IP (HHI) (2)#page7.tif source=Executed Memorandum and Notice of Security Interest in IP (HHI) (2)#page8.tif source=Executed Memorandum and Notice of Security Interest in IP (HHI) (2)#page9.tif	

**MEMORANDUM AND NOTICE OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY**

**May 26, 2017**

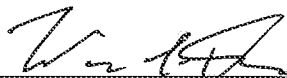
The undersigned, whose address is 712 Sansome Street, San Francisco, California 94111 (the “Debtor”) hereby acknowledges that it has granted to ACF FINCO I LP, a Delaware limited partnership, whose address is 560 White Plains Road, Suite 400, Tarrytown, New York, 10591 (the “Secured Party”), a security interest in and to all of the Debtor’s right, title and interest in and to: (a) the trademarks and trademark registrations and applications therefor which are identified on Exhibit A attached hereto and herein incorporated by this reference owned by Debtor (the “Trademarks”), together with the goodwill and assets of the business; (b) the patents and patent applications which are identified on Exhibit B attached hereto and herein incorporated by this reference owned by Debtor (the “Patents”); and (c) the copyright registrations which are identified on Exhibit C attached hereto and herein incorporated by this reference owned by Debtor (the “Copyrights”), and all actions for infringement concerning the foregoing.

The terms and conditions of the aforementioned security interest are contained in that certain Loan and Security Agreement dated as of May 26, 2017 (the “Agreement”), between the Debtor and Secured Party as security for the Obligations as set forth in the Agreement and other agreements referred to therein. Nothing contained in this Memorandum and Notice of Security Interest in Intellectual Property shall be construed as a present or absolute assignment of any of the collateral nor as limiting any interest which Secured Party may have in any other collateral described in the Agreement or otherwise.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, the undersigned has duly executed this Memorandum and Notice of Security Interest in Intellectual Property as of the date first written above.

**HARMLESS HARVEST, INC.**

By: 

Name: Warren Dewar

Its: Treasurer and Vice President, Finance  
and Accounting

MEMORANDUM AND NOTICE OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY

**TRADEMARK**  
**REEL: 006073 FRAME: 0950**

EXHIBIT A  
TRADEMARKS

Country	Mark	Status	App. No.	Filing Date	Reg. No.	Reg. Date
Australia	HARMLESS	Pending	1785644	Jul-26-2016		
Australia	HARMLESS COCONUT	Pending	1785647	Jul-26-2016		
Australia (WIPO)	HARMLESS ENERGY	Designated - Awaiting Notification		Aug-24-2016		
Australia	HARMLESS HARVEST	Pending	1785669	Jul-26-2016		
Australia	MISCELLANEOUS DESIGN (COCONUT AND HANDS LOGO) 	Pending	1785667	Jul-26-2016		
Canada	HARMLESS	Pending	1792452	Jul-21-2016		
Canada	HARMLESS COCONUT	Pending	1792453	Jul-21-2016		
Canada	HARMLESS ENERGY	Pending	1797499	Aug-25-2016		
Canada	HARMLESS HARVEST	Pending	1792454	Jul-21-2016		
Canada	MISCELLANEOUS DESIGN (COCONUT AND HANDS LOGO) 	Pending	1792455	Jul-21-2016		
China (WIPO)	HARMLESS ENERGY	Designated - Awaiting Notification		Aug-24-2016		
China	HARMLESS HARVEST	Pending	20841443	Aug-02-2016		
China	HARMLESS HARVEST HARMLESS	Pending	20960071	Aug-12-2016		
China	MISCELLANEOUS DESIGN (COCONUT AND HANDS LOGO) 	Pending	20841442	Aug-02-2016		



Country	Mark	Status	App. No.	Filing Date	Reg. No.	Reg. Date
Cuba (WIPO)	HARMLESS ENERGY	Designated - Awaiting Notification		Aug-24-2016		
European Community	HARMLESS COCONUT	Published	015682149	Jul-21-2016		
European Community (WIPO)	HARMLESS ENERGY	Designated - Awaiting Notification		Aug-24-2016		
European Community	HARMLESS HARVEST	Published	015682164	Jul-21-2016		
European Community	MISCELLANEOUS DESIGN (COCONUT AND HANDS LOGO) 	Pending	015682181	Jul-21-2016		
Japan	HARMLESS	Registered	2016-081282	Jul-29-2016	5893644	Nov-04-2016
Japan	HARMLESS COCONUT	Registered	2016-081292	Jul-29-2016	5909169	Dec-22-2016
Japan (WIPO)	HARMLESS ENERGY	Designated - Awaiting Notification		Aug-24-2016		
Japan	HARMLESS HARVEST	Registered	2016-081293	Jul-29-2016	5893645	Nov-04-2016
Japan	MISCELLANEOUS DESIGN (COCONUT AND HANDS LOGO) 	Registered	2016-081294	Jul-29-2016	5893646	Nov-04-2016
Madrid Protocol  [Designated Countries: AU, CN, CU, EM, GB, JP, KR, MX, and SG]	HARMLESS ENERGY	Pending	A0061128	Aug-24-2016		
Mexico (WIPO)	HARMLESS ENERGY	Designated - Awaiting Notification		Aug-24-2016		
Mexico (WIPO)	HARMLESS ENERGY	Designated - Awaiting Notification		Aug-24-2016		
Mexico (WIPO)	HARMLESS ENERGY	Designated - Awaiting Notification		Aug-24-2016		

EXHIBIT A






Country	Mark	Status	App. No.	Filing Date	Reg. No.	Reg. Date
Republic of Korea	HARMLESS	Published	40-2016-58892	Aug-02-2016		
Republic of Korea	HARMLESS COCONUT	Published	40-2016-58893	Aug-02-2016		
Republic of Korea (WIPO)	HARMLESS ENERGY	Designated - Awaiting Notification		Aug-24-2016		
Republic of Korea	HARMLESS HARVEST	Published	40-2016-58894	Aug-02-2016		
Republic of Korea	MISCELLANEOUS DESIGN (COCONUT AND HANDS LOGO) 	Published	40-2016-58895	Aug-02-2016		
Singapore (WIPO)	HARMLESS ENERGY	Designated - Awaiting Notification		Aug-24-2016		
Singapore	HARMLESS HARVEST	Not yet filed				
Thailand	HARMLESS HARVEST	Pending	1027182	Feb-11-2016		
Thailand	HARMLESS HARVEST	Pending	1027183	Feb-11-2016		
Thailand	MISCELLANEOUS DESIGN (COCONUT AND HANDS LOGO) 	Pending	1054368	Jul-27-2016		
Thailand	MISCELLANEOUS DESIGN (COCONUT AND HANDS LOGO) 	Pending	1054369	Jul-27-2016		
Thailand	MISCELLANEOUS DESIGN (COCONUT AND HANDS LOGO) 	Pending	1054367	Jul-27-2016		
Thailand	MISCELLANEOUS DESIGN (COCONUT AND HANDS LOGO) 	Pending	1054366	Jul-27-2016		

EXHIBIT A




Country	Mark	Status	App. No.	Filing Date	Reg. No.	Reg. Date
United Kingdom	HARMLESS	Published	3175812	Jul-21-2016		
United Kingdom	HARMLESS COCONUT	Published	3175818	Jul-21-2016		
United Kingdom (WIPO)	HARMLESS ENERGY	Designated - Awaiting Notification		Aug-24-2016		
United Kingdom	HARMLESS HARVEST	Published	3175819	Jul-21-2016		
United Kingdom	MISCELLANEOUS DESIGN (COCONUT AND HANDS LOGO) 	Published	3175827	Jul-21-2016		
United States of America	BOTTLE DESIGN WITH COLOR-MATCHING COCONUT DESIGN AND BOTTLE CAP (TRADE DRESS) 	Pending	87/232949	Nov-10-2016		
United States of America	HARMLESS	Pending	86/894758	Feb-02-2016		
United States of America	HARMLESS COCONUT	Registered	86/577699	Mar-26-2015	5074107	Nov-01-2016
United States of America	HARMLESS COCONUT	Pending	86/894771	Feb-02-2016		
United States of America	HARMLESS ENERGY	Published	86/920187	Feb-25-2016		
United States of America	HARMLESS HARVEST	Registered	85/030143	May-04-2010	4057125	Nov-15-2011
United States of America	HARMLESS HARVEST	Pending	86/894781	Feb-02-2016		
United States of America	HARMLESS HARVEST HARMLESS COCONUT WATER BOTTLE DESIGN (TRADE DRESS) 	Pending	87/232954	Nov-10-2016		

EXHIBIT A




Country	Mark	Status	App. No.	Filing Date	Reg. No.	Reg. Date
United States of America	MISCELLANEOUS DESIGN (COCONUT AND HANDS LOGO) 	Pending	86/894796	Feb-02-2016		

EXHIBIT B

PATENTS

<b>Title</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Country</b>
Use of elevated temperatures to improve flavor performance during micro-filtration of beverages	62/302992	March 3, 2016			United States of America
An aseptic method of preparing fruit juice and non-fruit juice beverages to improve flavor profiles and retain organoleptic properties of fruit juice and non-fruit juice beverages	62485704	April 12, 2017			United States of America

EXHIBIT C  
COPYRIGHTS

None.