

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM647931

|                                   |   |                        |  |
|-----------------------------------|---|------------------------|--|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT                              |                        |  |
| <b>NATURE OF CONVEYANCE:</b>      | SECURITY INTEREST                           |                        |  |
| <b>CONVEYING PARTY DATA</b>       |   |                        |  |
| <b>Name</b>                       | <b>Formerly</b>                             | <b>Execution Date</b>  | <b>Entity Type</b>                     |
| GOOD2GROW LLC                     |   | 05/19/2021             | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>       |   |                        |  |
| <b>Name:</b>                      | JPMORGAN CHASE BANK, N.A.                   |                        |  |
| <b>Street Address:</b>            | 10 SOUTH DEERBORN                           |                        |  |
| <b>Internal Address:</b>          | FLOOR L2                                    |                        |  |
| <b>City:</b>                      | CHICAGO                                     |                        |  |
| <b>State/Country:</b>             | ILLINOIS                                    |                        |  |
| <b>Postal Code:</b>               | 60630-2300                                  |                        |  |
| <b>Entity Type:</b>               | National Banking Association: UNITED STATES |                        |  |
| <b>PROPERTY NUMBERS Total: 15</b> |   |                        |  |
| <b>Property Type</b>              | <b>Number</b>                               | <b>Word Mark</b>       |  |
| <b>Registration Number:</b>       | 5473613                                     | GOOD2 GROW             |  |
| <b>Registration Number:</b>       | 4805344                                     | GOOD2GROW JUICY WATERS |  |
| <b>Registration Number:</b>       | 4516503                                     | GOOD2GROW              |  |
| <b>Registration Number:</b>       | 4889860                                     | GOOD2 GROW             |  |
| <b>Registration Number:</b>       | 6074923                                     | GOOD2GROW              |  |
| <b>Registration Number:</b>       | 5765003                                     | GOOD2WIN               |  |
| <b>Registration Number:</b>       | 5951093                                     | PODZ                   |  |
| <b>Registration Number:</b>       | 3959603                                     | WE BOTTLE HEALTHY FUN! |  |
| <b>Registration Number:</b>       | 2975625                                     |                        |  |
| <b>Registration Number:</b>       | 2643602                                     | TUMMYTICKLER           |  |
| <b>Serial Number:</b>             | 88921676                                    | BRING HOME A SMILE     |  |
| <b>Serial Number:</b>             | 88921703                                    | GOOD2GROW              |  |
| <b>Serial Number:</b>             | 88692043                                    | SPOUTS                 |  |
| <b>Serial Number:</b>             | 88921726                                    | TOTS BY GOOD2GROW      |  |
| <b>Serial Number:</b>             | 90179093                                    | WE MAKE SMILES         |  |
| <b>CORRESPONDENCE DATA</b>        |   |                        |  |
| <b>Fax Number:</b>                | 4048853900                                  |                        |  |

CH \$390.00 5473613

TRADEMARK

**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:** 4048853868  
**Email:** rusty.close@troutman.com  
**Correspondent Name:** CHRISTOPHER CLOSE  
**Address Line 1:** TROUTMAN PEPPER LLP  
**Address Line 2:** 600 PEACHTREE STREET NE, SUITE 3000  
**Address Line 4:** ATLANTA, GEORGIA 30308-2216

|                                |                            |
|--------------------------------|----------------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 259211.000001              |
| <b>NAME OF SUBMITTER:</b>      | Christopher C Close, Jr.   |
| <b>SIGNATURE:</b>              | /Christopher C. Close Jr./ |
| <b>DATE SIGNED:</b>            | 05/19/2021                 |

**Total Attachments: 8**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is entered into as of May 19, 2021, by and between **GOOD2GROW LLC**, a Delaware limited liability company (“Grantor”), and **JPMORGAN CHASE BANK, N.A.**, in its capacity as administrative agent (the “Administrative Agent”) for the lenders party to the Credit Agreement referred to below.

### PRELIMINARY STATEMENT

A. The Grantor and the Administrative Agent are entering into a Credit Agreement, dated of even date herewith among Grantor, as Borrower, G2G Intermediate LLC, a Delaware limited liability company, as Holdings, the other Loan Parties party thereto, the Lenders party thereto, and Administrative Agent (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

B. The Grantor is entering into this Agreement and that certain Pledge and Security Agreement, dated of even date herewith (as amended, restated, amended and restated, replaced, extended, supplemented, or otherwise modified from time to time, the “Security Agreement”; capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement or, if not defined therein, in the Credit Agreement) in order to induce the Administrative Agent to enter into and extend credit to the Grantor under the Credit Agreement.

C. Pursuant to the terms of the Security Agreement, Grantor has granted to Administrative Agent on behalf of and for the ratable benefit of the Secured Parties a security interest in, among other property, certain Copyrights, Trademarks and Patents to secure the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Secured Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

1. To secure the prompt and complete payment and performance of the Secured Obligations, Grantor hereby grants and pledges to Administrative Agent on behalf of and for the ratable benefit of the Secured Parties a security interest in all of Grantor’s right, title and interest in, to and under all intellectual property of Grantor (the “Intellectual Property Collateral”) (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto, other than any application for registration of a Trademark filed with the U.S. Patent and Trademark Office on an intent-to-use basis to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such application or the validity or enforceability of registrations issuing from such application, until such time (if any) as a statement of use or amendment to allege use is accepted by the U.S. Patent and Trademark Office, at which time such Trademark shall automatically become part of the Intellectual Property Collateral), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this Agreement upon request by Administrative Agent.

3. This security interest is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

4. This Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**5. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

[Signature Page Follows]

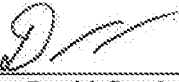
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

Addresses of Grantor:

good2grow LLC  
2859 Paces Ferry Road,  
Suites 820, 2100 and 2200 in Overlook III  
Atlanta, Georgia 30339  
Attention: Joshua Jacobs  
Fax No.: (678) 718-2031

GRANTOR:

GOOD2GROW LLC

By:   
Name: David Gassko  
Title: Vice President

With a copy to:

Kainos Capital LP  
2100 McKinney Avenue, Suite 1600  
Dallas, Texas 75201  
Attention: Andrew Rosen and David Gasko  
Fax No.: (214) 720 -7888

Address of Administrative Agent:

JPMorgan Chase Bank, N.A.  
Middle Market Servicing  
10 South Dearborn, Floor L2  
Suite IL 1-1145  
Chicago, IL 60603-2300  
Email: jpm.agency.cri@jpmorgan.com

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_  
Name:  
Title:

With a copy to:

JPMorgan Chase Bank, N.A.  
3424 Peachtree Road NE, Suite 2300  
Atlanta, GA 30326  
Attention: Darin W. Mitchell Jr. and  
Ashleigh Erickson  
Fax No.: 844-364-3325

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 007298 FRAME: 0444**

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

Addresses of Grantor:

good2grow LLC  
2859 Paces Ferry Road,  
Suites 820, 2100 and 2200 in Overlook III  
Atlanta, Georgia 30339  
Attention: Joshua Jacobs  
Fax No.: (678) 718-2031

**GRANTOR:**

GOOD2GROW LLC

By: \_\_\_\_\_  
Name: David Gassko  
Title: Vice President

With a copy to:

Kainos Capital LP  
2100 McKinney Avenue, Suite 1600  
Dallas, Texas 75201  
Attention: Andrew Rosen and David Gasko  
Fax No.: (214) 720 -7888

Address of Administrative Agent:

JPMorgan Chase Bank, N.A.  
Middle Market Servicing  
10 South Dearborn, Floor L2  
Suite IL 1-1145  
Chicago, IL 60603-2300  
Email: jpm.agency.cri@jpmorgan.com

**ADMINISTRATIVE AGENT:**

JPMORGAN CHASE BANK, N.A.

By: Ashleigh Erickson  
Name: Ashleigh Erickson  
Title: Authorized Officer

With a copy to:

JPMorgan Chase Bank, N.A.  
3424 Peachtree Road NE, Suite 2300  
Atlanta, GA 30326  
Attention: Darin W. Mitchell Jr. and  
Ashleigh Erickson  
Fax No.: 844-364-3325

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 007298 FRAME: 0445**

EXHIBIT A

Copyrights

Copyrights

| <b>Copyright</b> | <b>Reg. No.</b> | <b>Reg. Date</b> | <b>Record Owner</b> |
|------------------|-----------------|------------------|---------------------|
| Bear Design      | VAu001403162    | 07/16/2020       | GOOD2GROW<br>LLC    |

Copyright Applications

None.

EXHIBIT B

Patents

Patents

| <b>Patent</b> | <b>Country</b> | <b>Patent Number</b> | <b>Issue Date</b> | <b>Expiration Date</b> | <b>Record Owner</b> |
|---------------|----------------|----------------------|-------------------|------------------------|---------------------|
| Lid           | United States  | D913,791             | 3/23/2021         | 3/23/2036              | good2grow LLC       |
| Bottle        | United States  | D874,935             | 2/11/2020         | 2/11/2035              | good2grow LLC       |

Patent Applications and Patent Licenses



None.



EXHIBIT C


Trademarks

Trademarks

| <b>Trademark</b>   | <b>Country</b> | <b>Registration Number</b> | <b>Registration Date</b> | <b>Record Owner</b> |
|--|----------------|----------------------------|--------------------------|---------------------|
| GOOD2 GROW<br><br>GOOD2 GROW   | United States  | 5473613                    | 5/22/2018                | good2grow LLC       |
| GOOD2GROW JUICY WATERS<br><br>GOOD2GROW JUICY WATERS   | United States  | 4805344                    | 9/1/2015                 | good2grow LLC       |
| GOOD2GROW  | United States  | 4516503                    | 4/15/2014                | good2grow LLC       |
| GOOD2 GROW<br><br>GOOD2 GROW   | United States  | 4889860                    | 1/19/2016                | good2grow LLC       |
| GOOD2 GROW<br>  | United States  | 6074923                    | 6/9/2020                 | good2grow LLC       |
| GOOD2WIN   | United States  | 5765003                    | 5/28/2019                | good2grow LLC       |
| PODZ<br><br>PODZ   | United States  | 5951093                    | 12/31/2019               | good2grow LLC       |
| WE BOTTLE HEALTHY FUN!<br><br>WE BOTTLE HEALTHY FUN!   | United States  | 3959603                    | 5/10/2011                | good2grow LLC       |
| Design Only<br> | United States  | 2975625                    | 7/26/2005                | good2grow LLC       |
| TUMMYTICKLER   | United States  | 2643602                    | 10/29/2002               | good2grow LLC       |

Trademark Applications

| <b>Trademark</b>   | <b>Country</b> | <b>Application Number</b> | <b>Application Date</b> | <b>Record Owner</b> |
|--------------------|----------------|---------------------------|-------------------------|---------------------|
| BRING HOME A SMILE | United States  | 88921676                  | 5/18/2020               | good2grow           |

|   |               |                           |            |                  |
|---|---------------|---------------------------|------------|------------------|
|   |               | (Pending ITU)             |            | LLC              |
| GOOD2GROW   | United States | 88921703<br>(Pending ITU) | 5/18/2020  | good2grow<br>LLC |
| SPOUTS<br> | United States | 88692043<br>(Pending ITU) | 11/14/2019 | good2grow<br>LLC |
| TOTS BY GOOD2GROW   | United States | 88921726<br>(Pending ITU) | 5/28/2020  | good2grow<br>LLC |
| WE MAKE SMILES  | United States | 90179093<br>(Pending ITU) | 9/14/2020  | good2grow<br>LLC |