

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673787

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE CARRINGTON TEA COMPANY, LLC		09/10/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	SIGNATURE BANK		
Street Address:	1400 BROADWAY		
Internal Address:	7TH FL.		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	BANK: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	5691822	CARRINGTON FARMS	
Registration Number:	5691765	GUS & JOAN QUALITY FOODS	
Registration Number:	5690029	CROUNONS	
Registration Number:	5791410	SIMPLE. CLEAN. REAL.	
Registration Number:	4615043	TERA'S	
Registration Number:	4501364	TERA'SWHEY	
Registration Number:	5018486	TERA'S	
Registration Number:	4843798	MICRO-CLEANSED REDUCES MICROBES NATURALL	
Registration Number:	4819891	TROPICAL LIFE	
Registration Number:	2938067	NUTRA-TEA	
Registration Number:	3794406	TERASWHEY	
Registration Number:	3431093	HEALTHFUL HARVEST	
Registration Number:	3252795	CARRINGTON TEA	
Registration Number:	3231753	FLAX PAKS	
Registration Number:	2845992	CARRINGTON FARMS	
CORRESPONDENCE DATA			
Fax Number:			

OP \$390.00 5691822

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.

Email: ted.mulligan@wolterskluwer.com
Correspondent Name: Ted Mulligan
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Gloria Sheehan
SIGNATURE:	/Gloria Sheehan/
DATE SIGNED:	09/10/2021

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), dated as of September 10, 2021, is made by **THE CARRINGTON TEA COMPANY, LLC**, a New Jersey limited liability company ("Grantor") in favor of **SIGNATURE BANK** ("Lender"), and is being delivered in connection with that certain Loan and Security Agreement, dated of even date herewith (as amended, supplemented and otherwise modified from time to time, the "Loan Agreement"), by and between Grantor and Lender.

WHEREAS, pursuant to the Loan Agreement, the Lender has extended and may extend certain loans and other financial accommodations to Grantor under such financing arrangements;

WHEREAS, as security for Grantor's obligations arising under the Loan Agreement, Grantor has granted to Lender a security interest in, among other property, the intellectual property of the Grantor; and

WHEREAS, Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("USPTO").

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

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. Grant of Security. Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(a) the Trademarks and Trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor's business symbolized by the foregoing or connected therewith (the "Trademarks");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. §

1051(a) or examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Recordation. Grantor hereby authorizes the commissioner for trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

4. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Trademark Collateral are as provided by the Loan Agreement and other Loan Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Special Power of Attorney. Grantor will, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Lender an original of a Special Power of Attorney, a form of which is annexed hereto as Exhibit A, for, upon and solely during the continuance of an Event of Default (subject to any applicable grace or cure periods or waiver), the implementation of the assignment, sale or other disposition of the Trademark Collateral pursuant to Lender's exercise of the rights and remedies granted to Lender hereunder and under the Loan Agreement, the other Loan Documents, and applicable law.

6. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic format (i.e., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

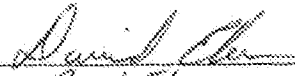
8. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

9. Disputes. All claims, disputes and controversies between Grantor and Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Loan Agreement, and such provisions are incorporated herein by this reference, *mutatis mutandis*.

[Signature Page Follows]

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


THE CARRINGTON TEA COMPANY, LLC,
as Grantor

By: 
Name: *David Eben*
Title: *CEO*

[Signature Page to Trademark Security Agreement]

AGREED TO AND ACCEPTED:

SIGNATURE BANK, as Lender

By: 

Name: Thomas Morante

Title: Vice President

[Signature Page to Trademark Security Agreement]

EXHIBIT A

SPECIAL POWER OF ATTORNEY – TRADEMARKS

KNOW ALL MEN BY THESE PRESENTS, that THE CARRINGTON TEA COMPANY, LLC, a New Jersey limited liability company ("Grantor") hereby appoints SIGNATURE BANK ("Lender") and each officer thereof, upon and solely during the continuance of an Event of Default (subject to any applicable grace or cure periods or waiver), its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts to the extent permitted under the Loan Agreement or other Loan Documents upon and during the continuance of an Event of Default (subject to any applicable grace or cure periods or waiver) (as such terms are defined in the Loan Agreement):

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Lender, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Grantor in and to the Trademark Collateral (as such term is defined in that certain Trademark Security Agreement, dated of even date herewith, by and among Grantor and Lender (the "Trademark Security Agreement")), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the Trademark Security Agreement.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Lender, in its reasonable discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Special Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark Security Agreement and may not be revoked until full payment of the Obligations, as such term is defined in the Loan Agreement.

Dated as of September 10, 2021

[Signature Page Follows]

THE CARRINGTON TEA COMPANY, LLC


as Grantor

By: David Eben on Behalf of
Name: David Eben The Carrington Tea Company LLC
Title: CEO

[Special Power of Attorney -- Trademark Security Agreement (Carrington Tea Company)]


SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Owner	Status in Trademark Office	Federal Registration No.	Registration Date
CARRINGTON FARMS	The Carrington Tea Company, LLC	Registered	5691822	March 5, 2019
GUS & JOAN QUALITY FOODS 	The Carrington Tea Company, LLC	Registered	5691765	March 5, 2019
CROUNONS	The Carrington Tea Company, LLC	Registered	5690029	March 5, 2019
SIMPLE. CLEAN. REAL.	The Carrington Tea Company, LLC	Registered	5791410	July 2, 2019
TERA'S	The Carrington Tea Company, LLC	Registered	4615043	September 30, 2014
TERA'SWHEY	The Carrington Tea Company,	Registered	4501364	March 25, 2014

Schedule 1

Trademark Security Agreement (Carrington Tea Company)

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
	LLC			
TERA'S	The Carrington Tea Company, LLC	Registered	5018486	August 9, 2016
MICRO-CLEANSED REDUCES MICROBES NATURALLY 	The Carrington Tea Company, LLC	Registered	4843798	November 3, 2015
TROPICAL LIFE	The Carrington Tea Company, LLC	Registered	4819891	September 22, 2015
NUTRA-TEA	The Carrington Tea Company, LLC	Registered	2938067	April 5, 2005
TERASWHEY	The Carrington Tea Company, LLC	Registered	3794406	May 25, 2015
HEALTHFUL HARVEST	The Carrington Tea Company, LLC	Registered	3431093	May 20, 2008

Schedule 1
Trademark Security Agreement (Carrington Tea Company)

TRADEMARK
REEL: 007418 FRAME: 0938

<u>Trademark</u>	<u>Owner</u>	<u>Status In Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
CARRINGTON TEA	The Carrington Tea Company, LLC	Registered	3252795	June 19, 2007
FLAX PAKS	The Carrington Tea Company, LLC	Registered	3231753	April 17, 2007
CARRINGTON FARMS	The Carrington Tea Company, LLC	Registered	2845992	May 25, 2004

Schedule 1
Trademark Security Agreement (Carrington Tea Company)