

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696581

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Confirmatory Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Athletic Greens International, Inc.		12/17/2021	exempted company incorporated with limited liability: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S Dearborn St., Floor L2N		
Internal Address:	Mail Code: IL 1-0874		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3851811	ATHLETIC GREENS	
Registration Number:	4711167	ATHLETIC GREENS	
Registration Number:	5921832	ATHLETIC GREENS	
Registration Number:	4172804	NUTRITIONAL INSURANCE	
Registration Number:	5629566	OUR MOST COMPLETE SUPPLEMENT FOR A BETTE	
Registration Number:	4251735	SUPERFOOD COCKTAIL	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	2027395866		
Email:	felicia.gordon@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	066397.05.0766		
NAME OF SUBMITTER:	Felicia D. Gordon		

CH \$165.00 3851811

SIGNATURE:	/Felicia D. Gordon/
DATE SIGNED:	12/21/2021
Total Attachments: 7 source=EXECUTED - JPM_Athletic Greens - Confirmatory Grant of Security Interest in Trademarks#page1.tif source=EXECUTED - JPM_Athletic Greens - Confirmatory Grant of Security Interest in Trademarks#page2.tif source=EXECUTED - JPM_Athletic Greens - Confirmatory Grant of Security Interest in Trademarks#page3.tif source=EXECUTED - JPM_Athletic Greens - Confirmatory Grant of Security Interest in Trademarks#page4.tif source=EXECUTED - JPM_Athletic Greens - Confirmatory Grant of Security Interest in Trademarks#page5.tif source=EXECUTED - JPM_Athletic Greens - Confirmatory Grant of Security Interest in Trademarks#page6.tif source=EXECUTED - JPM_Athletic Greens - Confirmatory Grant of Security Interest in Trademarks#page7.tif	

CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

This CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Confirmatory Grant”) is made as of December 17, 2021, by and among **ATHLETIC GREENS INTERNATIONAL, INC.**, an exempted company incorporated with limited liability under the laws of the Cayman Islands (the “Grantor”), and **JPMORGAN CHASE BANK, N.A.** (the “Lender”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented, modified or otherwise in effect from time to time, the “Credit Agreement”), by and among the Grantor, ATHLETIC GREENS (USA), INC., a Nevada corporation (the “Borrower”), the other Loan Parties from time to time party thereto, and the Lender, the Lender has agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lender is willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to the Lender that certain Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, amended and restated, supplemented, modified or otherwise in effect from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Lender, on behalf of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed to execute and deliver this Confirmatory Grant in order to record the security interest granted to the Lender, on behalf of the Secured Parties, with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby pledges, collaterally assigns and grants to the Lender, on behalf of the Secured Parties, to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in this Confirmatory Grant as the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and any related licenses with respect to Trademarks to which it is a party including those referred to on Schedule I;

(b) all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each license with respect to Trademarks; and

(d) all products and proceeds (as that term is defined in the UCC) of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment of the foregoing, and any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any license, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any license with respect to Trademarks.

3. SECURITY FOR SECURED OBLIGATIONS. This Confirmatory Grant and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Confirmatory Grant secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Confirmatory Grant is granted in conjunction with the security interests granted to the Lender, on behalf of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Security Interest in the Trademark 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. To the extent there is any inconsistency between this Confirmatory Grant and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new Trademarks, the provisions of this Confirmatory Grant shall automatically apply thereto. The Grantor hereby authorizes the Lender, upon its written consent, to modify this Confirmatory Grant by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Confirmatory Grant or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Confirmatory Grant is a Loan Document. This Confirmatory Grant may be executed in any number of counterparts, each of which shall be an original, and all of which taken together, shall constitute one agreement. Subject to the terms of the Credit Agreement, delivery of an executed counterpart of a signature page of this Confirmatory Grant that is an Electronic Signature (as defined in the Credit Agreement) transmitted by facsimile, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require the Lender to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (A) to the extent the Lender has agreed to accept any Electronic Signature, the Lender shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of the Grantor without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (B) upon the request of the Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, the Grantor hereby (w) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Lender and the Grantor, Electronic Signatures transmitted by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Confirmatory Grant shall have the same legal effect, validity and enforceability as any paper original, (x) the Lender may, at

its option, create one or more copies of this Confirmatory Grant in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of its business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (y) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Confirmatory Grant based solely on the lack of paper original copies of Confirmatory Grant, including with respect to any signature pages thereto and (z) waives any claim against any Lender-Related Person for any Liabilities arising solely from the Lender's reliance on or use of Electronic Signatures and/or transmission by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any Liabilities arising as a result of the failure of the Grantor to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

7. **GOVERNING LAW; JURISDICTION; CONSENT TO SERVICE OF PROCESS.** THIS CONFIRMATORY GRANT SHALL BE GOVERNED BY SECTION 8.09 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.


8. **MISCELLANEOUS.** THIS CONFIRMATORY GRANT SHALL BE SUBJECT TO THE PROVISIONS REGARDING JURY TRIAL WAIVER SET FORTH IN SECTION 8.10 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Confirmatory Grant to be executed and delivered as of the day and year first above written.


GRANTOR:

ATHLETIC GREENS INTERNATIONAL, INC.

By:  _____
Name: Christopher Ashenden
Title: Director

LENDER:

JPMORGAN CHASE BANK, N.A.

By:  _____
Name: John Lee
Title: Authorized Signatory