

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM838765

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Open Farm, Inc.		09/11/2023	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., Toronto Branch		
Street Address:	66 Wellington Street W.		
Internal Address:	Suite 4500, TD Bank Tower		
City:	Toronto, ON		
State/Country:	CANADA		
Postal Code:	M5K 1E7		
Entity Type:	National Banking Association: CANADA		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	5343680	DO SOME GOOD	
Registration Number:	5841409	HUMANELY & SUSTAINABLY SOURCED	
Registration Number:	6278871	MORE GOOD IN EVERY BOWL	
Registration Number:	5018139	OPEN FARM	
Registration Number:	5283359	OPEN FARM	
Registration Number:	5020007	OPEN FARM	
Registration Number:	5243623	OPEN FARM	
Registration Number:	5288539	OPEN FARM	
Registration Number:	5179481	OPEN FARM	
Serial Number:	97539510	BE GOOD BITES	
Serial Number:	97474430	BRIGHT BREATH	
Serial Number:	98014400	FOR THE OBSESSED BY THE OBSESSED	
Serial Number:	97243600	KIND EARTH	
Serial Number:	98009765	GOBBLE 'TILL YOU WOBBLE	
Serial Number:	98021918	OPEN FARM CERTIFIED OBSESSED RETAILER	
Serial Number:	97676114	OPEN FARM GOODBOWL	
Serial Number:	97910734	OPEN FARM RAWMIX	
Serial Number:	97933239	REWILD THEIR DIET	

OP \$515.00 5343680

Property Type	Number	Word Mark
Serial Number:	98159745	EVERY CAT DESERVES A GOODBOWL
Serial Number:	98159141	EVERY GOOD DOG DESERVES A GOODBOWL

CORRESPONDENCE DATA

Fax Number: 2148558200
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: 2148558000
Email: chris.andersen@nortonrosefulbright.com
Correspondent Name: Chris R. Andersen
Address Line 1: 2200 Ross Avenue, Suite 3600
Address Line 2: Norton Rose Fulbright US LLP
Address Line 4: Dallas, TEXAS 75201-7932

ATTORNEY DOCKET NUMBER:	1001252466
NAME OF SUBMITTER:	Chris Andersen
SIGNATURE:	/Chris Andersen/
DATE SIGNED:	09/12/2023

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 11, 2023 (this "Trademark Security Agreement"), is made by the undersigned (the "Grantor"), in favour of JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, as Administrative Agent (as defined in the Credit Agreement referred to below).

Reference is made to the credit agreement dated as of the date hereof (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among OPEN FARM INC., an Ontario corporation, OPEN FARM LLC, a Delaware limited liability company, each Lender party thereto from time to time, JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, as Administrative Agent, and the other parties thereto from time to time.

WHEREAS, the Grantor is party to the Canadian Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, such other Grantors (as defined therein) from time to time party thereto and the Administrative Agent on behalf of and for the ratable benefit of itself and the other Secured Parties pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, on behalf of and for the ratable benefit of itself and the other Secured Parties, a security interest (the "Security Interest") in, all of the Grantor's right, title or interest in or to any and all of the Trademarks included in the Collateral (the "Trademark Collateral"), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Administrative Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Administrative Agent 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon the Grantor and its permitted successors and permitted assigns. The words "execution," "signed," "signature," and words of like import in this Trademark Security Agreement or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Laws, including the *Electronic Commerce Act, 2000* (Ontario).

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Trademarks for the Canadian Intellectual Property Office and/or the Commissioner for Trademarks at the United States Patent and Trademark Office, as applicable, and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the security interest in the Trademark Collateral under this Trademark Security Agreement.

[Signature pages follow]

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

GRANTOR:

OPEN FARM INC.

By 

Name: Isaac Langleben




Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

	Grantor	Jurisdiction	Trademark	File Date	Registration Date	Application No.	Registration No.
1.	Open Farm Inc.	Canada	OPEN FARM	2013-11-25	2015-10-16	16533367	TMA917238
2.	Open Farm Inc.	Canada	DO SOME GOOD	2014-06-18	2015-10-19	1681849	TMA917406
3.	Open Farm Inc.	Canada	OPEN FARM Logo 	2014-11-04	2016-03-24	1701066	TMA932600
4.	Open Farm Inc.	Canada	OPEN FARM	2015-10-05	2016-11-17	1748963	TMA955618
5.	Open Farm Inc.	Canada	DO SOME GOOD	2015-10-05	2016-11-17	1748964	TMA955617
6.	Open Farm Inc.	Canada	OPEN FARM Logo	2016-03-01	2016-11-14	1770266	TMA955216

	Grantor	Jurisdiction	Trademark	File Date	Registration Date	Application No.	Registration No.
							
7.	Open Farm Inc.	Canada	ETHICALLY SOURCED FROM FARM TO BOWL	2016-11-25	2019-10-07	1811252	TMA1057687
8.	Open Farm Inc.	Canada	FARM TO BOWL	2016-11-25	2019-10-07	1811256	TMA1057689
9.	Open Farm Inc.	Canada	OPEN FARM	2020-08-07	2022-10-05	2044669	TMA1144765
10.	Open Farm Inc.	Canada	OPEN FARM and Design	2020-08-07	2022-10-05	2044670	TMA1144766
							
11.	Open Farm Inc.	Canada	OPEN FARM GOODBOWL	2023-05-05	-	2256253	-
12.	Open Farm Inc.	U.S.	BE GOOD BITES	2022-08-08	-	97539510	-
13.	Open Farm	U.S.	BRIGHT BREATH	2022-06-24	-	97474430	-

	Grantor	Jurisdiction	Trademark	File Date	Registration Date	Application No.	Registration No.
	Inc.						
14.	Open Farm Inc.	U.S.	DO SOME GOOD	2014-07-24	2017-11-28	86347676	5343680
15.	Open Farm Inc.	U.S.	FOR THE OBSESSED BY THE OBSESSED	2023-05-25	-	98014400	-
16.	Open Farm Inc.	U.S.	GOBBLE 'TILL YOU WOBBLE	2023-05-23	-	98009765	-
17.	Open Farm Inc.	U.S.	HUMANELY & SUSTAINABLY SOURCED	2018-09-27	2019-08-20	88134996	5841409
18.	Open Farm Inc.	U.S.	KIND EARTH	2022-01-28	-	97243600	-
19.	Open Farm Inc.	U.S.	MORE GOOD IN EVERY BOWL	2019-12-31	2021-02-23	88743473	6278871
20.	Open Farm Inc.	U.S.	OPEN FARM	2013-12-20	2016-08-09	86977668	5018139
21.	Open Farm Inc.	U.S.	OPEN FARM	2013-12-20	2017-09-12	86150076	5283359
22.	Open Farm Inc.	U.S.	OPEN FARM	2013-12-20	2016-08-16	86150092	5020007

	Grantor	Jurisdiction	Trademark	File Date	Registration Date	Application No.	Registration No.
23.	Open Farm Inc.	U.S.	OPEN FARM	2013-12-20	2017-07-18	86150112	5243623
24.	Open Farm Inc.	U.S.	OPEN FARM & Design 	2015-10-05	2017-09-19	86778458	5288539
25.	Open Farm Inc.	U.S.	OPEN FARM & Design 	2015-10-05	2017-04-11	86978952	5179481
26.	Open Farm Inc.	U.S.	OPEN FARM CERTIFIED OBSESSED RETAILER & Design 	2023-05-31	-	98021918	-
27.	Open Farm Inc.	U.S.	OPEN FARM GOODBOWL	2022-11-14	-	97676114	-

	Grantor	Jurisdiction	Trademark	File Date	Registration Date	Application No.	Registration No.
28.	Open Farm Inc.	U.S.	OPEN FARM RAWMIX	2023-04-27	-	97910734	-
29.	Open Farm Inc.	U.S.	REWILD THEIR DIET	2023-05-12	-	97933239	-
30.	Open Farm Inc.	U.S.	EVERY CAT DESERVES A GOODBOWL	2023-08-31	-	98159745	-
31.	Open Farm Inc.	U.S.	EVERY GOOD DOG DESERVES A GOODBOWL	2023-08-31	-	98159141	-

TRADEMARK

REEL: 008195 FRAME: 0563

RECORDED: 09/12/2023