ETAS ID: TM523967

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE: SECURITY INTEREST** 

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Kind Management Inc.		05/16/2019	Corporation: DELAWARE

# **RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	IL1-1145/54/63
Internal Address:	P.O. Box 6026
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60680-6026
Entity Type:	National Association: UNITED STATES

## **PROPERTY NUMBERS Total: 18**

900498967

Property Type	Number	Word Mark
Registration Number:	5583916	INGREDIENTS YOU CAN SEE AND PRONOUNCE
Registration Number:	5262072	KIND
Registration Number:	5272213	KIND
Registration Number:	5229265	KIND
Registration Number:	5541313	KIND
Registration Number:	5628217	KIND IS COOL
Registration Number:	5566157	KIND
Registration Number:	5443908	KIND
Registration Number:	5379863	KIND
Registration Number:	5336178	KIND
Registration Number:	5581244	KIND
Registration Number:	5680911	PRESSED
Registration Number:	5143413	PRESSED BY KIND
Registration Number:	5680912	PRESSED BY KIND
Registration Number:	5168209	PRESSED BY KIND
Registration Number:	5546273	PRESSED BY KIND
Serial Number:	86653241	KIND
Serial Number:	86724943	KIND

REEL: 006647 FRAME: 0667

TRADEMARK

#### **CORRESPONDENCE DATA**

**Fax Number:** 3129939767

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:** 312/876-7628

Email: linda.kastner@lw.com

Correspondent Name: Linda R. Kastner, c/o Latham & Watkins

Address Line 1: 330 N. Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER:	Linda Kastner
SIGNATURE:	/lk/
DATE SIGNED:	05/16/2019

#### **Total Attachments: 5**

source=KIND - 2019 Trademark Security Agreement (KIND Management Inc.) [Executed]#page1.tif source=KIND - 2019 Trademark Security Agreement (KIND Management Inc.) [Executed]#page2.tif source=KIND - 2019 Trademark Security Agreement (KIND Management Inc.) [Executed]#page3.tif source=KIND - 2019 Trademark Security Agreement (KIND Management Inc.) [Executed]#page4.tif source=KIND - 2019 Trademark Security Agreement (KIND Management Inc.) [Executed]#page5.tif

TRADEMARK
REEL: 006647 FRAME: 0668

#### TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "<u>Agreement</u>") dated as of May 16, 2019, by and between **KIND MANAGEMENT INC.**, a Delaware corporation (the "<u>Grantor</u>") and **JPMORGAN CHASE BANK**, **N.A.**, as administrative agent (the "<u>Administrative Agent</u>"), for the ratable benefit of the Secured Parties (as defined in the Credit Agreement defined below), is entered into in connection with that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented, extended, refinanced or otherwise modified from time to time, the "<u>Credit Agreement</u>") among KIND Inc., a Delaware corporation, the Lenders (as defined in the Credit Agreement) from time to time party thereto and the Administrative Agent.

This Agreement is executed pursuant to the terms of that certain Security and Pledge Agreement dated as of September 8, 2016 (as amended, restated, supplemented or otherwise modified, the "Security and Pledge Agreement"), among the Grantor, the other grantors party thereto and the Administrative Agent, for the ratable benefit of the Secured Parties. Capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Security and Pledge Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants, and collaterally assigns to the Administrative Agent, for the benefit of the Secured Parties, as collateral security for the payment, performance, and satisfaction of the Secured Obligations (as defined in the Credit Agreement), a continuing first priority security interest in any and all right, title and interest of the Grantor in and to all of the following property of the Grantor, whether now owned or existing or owned, acquired or arising hereafter: all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not at all, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the Trademarks described on Schedule 1 hereto, all common-law rights related to the foregoing, all rights corresponding to any thereof, including, without limitation, the right to obtain all reissues, extensions or renewals thereof and the right to sue for past, present or future infringement or dilution of the foregoing, and including the right to receive all damages therefrom (the "Trademark Collateral"). Notwithstanding the foregoing, the Trademark Collateral shall not include any Excluded Property, including any "intent to use" trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such "intent-to-use" trademark application or any registration issuing therefrom under applicable Law.

The rights and remedies of the Administrative Agent, on behalf of the Secured Parties, with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security and Pledge Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security and Pledge Agreement, the provisions of the Security and Pledge Agreement shall govern.

[Signature Pages Follow]

TRADEMARK REEL: 006647 FRAME: 0669 IN WITNESS WHEREOF, the parties have duly executed this Trademark Security Agreement on the day and year first written above.

GRANTOR:

KIND MANAGEMENT INC.

By: Name: Tracy Liberatore

Title: Assistant Treasurer

Acknowledged and accepted:

JPMORGAN CHASE BANK, N.A., as Administrative Agent

Name: Metthew Landry...

Title: Authorized Officer

# SCHEDULE 1

# Trademarks

Grantor	Trademark	Application Number	Registration Number	Registration Date
KIND MANAGEMENT INC.	INGREDIENTS YOU CAN SEE AND PRONOUNCE		5,583,916	10/16/2018
KIND MANAGEMENT INC.	KIND	86/982,607	5,262,072	08/08/2017
KIND MANAGEMENT INC.	KIND	86/982,693	5,272,213	08/22/2017
KIND MANAGEMENT INC.	KIND	86/982,380	5,229,265	06/20/2017
KIND MANAGEMENT INC.	KIND	86/628,178	5,541,313	08/14/2018
KIND MANAGEMENT INC.	KIND	86/653,241	Registration in Progress	
KIND MANAGEMENT INC.	KIND	86/724,943	Registration in Progress	
KIND MANAGEMENT INC.	KIND IS COOL	86/918,619	5,628,217	12/11/2018
KIND MANAGEMENT INC.	KIND LOGO	86/680,041	5,566,157	09/18/2018
KIND MANAGEMENT INC.	KIND LOGO	86/983,685	5,443,908	04/10/2018

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Grantor	Trademark	Application Number	Registration Number	Registration Date
KIND MANAGEMENT INC.	KIND LOGO			01/16/2018
KIND MANAGEMENT INC.	KIND LOGO	86/981,811	5,336,178	11/14/2017
KIND MANAGEMENT INC.	KIND LOGO	86/894,090	5,581,244	10/09/2018
KIND MANAGEMENT INC.	PRESSED	86/809,823	5,680,911	02/19/2019
KIND	PRESSED BY KIND	86/981,286	5,143,413	02/14/2017
KIND MANAGEMENT INC.	PRESSED BY KIND	86/809,827	5,680,912	02/19/2019
KIND MANAGEMENT INC.	PRESSED	86/981,424	5,168,209	03/21/2017
	DDECCEN	86/809,830	5,546,273	08/21/2018

**RECORDED: 05/16/2019** 

TRADEMARK REEL: 006647 FRAME: 0673