

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PURUSHEALTH, LLC		02/26/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Scot Cohen		
Street Address:	641 Lexington Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4119774	GOOD GREENS	
Serial Number:	85270812	Z52	
CORRESPONDENCE DATA			
Fax Number:	5136985079		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	5136985078		
Email:	mburchfield@ulmer.com		
Correspondent Name:	Michael A. Marrero		
Address Line 1:	600 Vine Street		
Address Line 2:	Suite 2800		
Address Line 4:	Cincinnati, OHIO 45202-2409		
ATTORNEY DOCKET NUMBER:	39812-2 PURUSHEALTH		
NAME OF SUBMITTER:	Michael A. Marrero		

OP \$65.00 4119774

Signature:	/Michael A. Marrero/
Date:	03/06/2014
Total Attachments: 14 source=PURUSHealth IP Security Agreement#page1.tif source=PURUSHealth IP Security Agreement#page2.tif source=PURUSHealth IP Security Agreement#page3.tif source=PURUSHealth IP Security Agreement#page4.tif source=PURUSHealth IP Security Agreement#page5.tif source=PURUSHealth IP Security Agreement#page6.tif source=PURUSHealth IP Security Agreement#page7.tif source=PURUSHealth IP Security Agreement#page8.tif source=PURUSHealth IP Security Agreement#page9.tif source=PURUSHealth IP Security Agreement#page10.tif source=PURUSHealth IP Security Agreement#page11.tif source=PURUSHealth IP Security Agreement#page12.tif source=PURUSHealth IP Security Agreement#page13.tif source=PURUSHealth IP Security Agreement#page14.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

PURUSHEALTH, LLC, an Ohio limited liability company (together with its successors and assigns, "Pledgor"), has taken a loan from SCOT COHEN, an individual (the "Lender") as evidenced by that certain Cognovit Promissory Note, dated as of February 27, 2014, in the original principal amount of four hundred thousand dollars (\$400,000) (the "Note", the loan as evidenced by the Note shall be called herein the "Loan").

RECITALS

Lender is willing to enter into the Loan with Pledgor only upon certain terms and conditions, one of which is that Pledgor grant to Lender a security interest in and a contingent assignment of the Collateral, as hereinafter defined, and that this Intellectual Property Security Agreement (as the same may from time to time be amended, restated or otherwise modified, this "Agreement"), is being executed and delivered in consideration of the Loan.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

"Assignment" shall mean an Assignment in the form of Exhibit A hereto.

"Collateral" shall mean, collectively, all of Pledgor's existing and future (a) patents, patent applications, patent licenses, technology licenses, trademark registrations, trademark applications, trademark licenses, service mark registrations, service mark applications, service mark licenses, trade names, domain names, copyright registrations and copyright licenses, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark and service mark rights, copyrights, improvements and inventions, trade secrets (including without limitation the Z52 powder) and know-how; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) all goodwill associated with any of the foregoing; (e) royalties derived from any of the foregoing; and (f) any other proceeds of any of the foregoing.

"Debt" shall mean, collectively (a) the Loan as evidenced by the Note; (b) each renewal, extension, consolidation or refinancing of the Loan, in whole or in part; (c) all interest from time to time accruing on any of the foregoing, and other fees, as applicable, payable pursuant to the Note or other documents related to the Loan; and (d) all costs and expenses, including reasonable attorneys' fees, incurred by Lender (or any affiliate of Lender) in connection with the collection of any portion of the indebtedness or other obligations described in (a), (b) or (c) hereof.

"Event of Default" shall mean an event or condition that constitutes an event of default pursuant to Section 6 hereof.

"Person" shall mean any individual, sole proprietorship, partnership, joint venture, unincorporated organization, corporation, limited liability company, institution, trust, estate, government or other agency or political subdivision thereof or any other entity.

2. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Debt, Pledgor hereby agrees that Lender shall at all times have, and hereby grants to Lender, a security interest in all of the Collateral, including (without limitation) all of Pledgor's future Collateral, irrespective of any lack of knowledge by Lender of the creation or acquisition thereof.

3. Warranties and Representations. Pledgor represents and warrants to Lender that:

(a) Pledgor owns all of the Collateral (provided that in the case of any license included in the Collateral where Pledgor is a licensee, Pledgor enjoys all of the rights of a licensee thereunder) and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable;

(b) to Pledgor's knowledge the Collateral is valid and enforceable;

(c) Pledgor has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person;

(d) Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons; provided that in the case of any license included in the Collateral where Pledgor is a licensee, Pledgor's rights as a licensee thereunder are unencumbered, and that, in the case of any license included in the Collateral where Pledgor is a licensor, Pledgor's ownership of the licensed intellectual property is subject to the rights granted to any licensee thereunder;

(e) Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms; and

(f) Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral.

4. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement other than sales, assignments, licenses or sublicenses in the ordinary course of Pledgor's business.

5. Standard Patent and Trademark Use. Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall further conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and ™ where appropriate.

6. Event of Default.

(a) The occurrence of any of the following shall constitute an "Event of Default" under this Agreement: (i) if an Event of Default shall occur under the Note; or (ii) if Pledgor shall fail to perform any obligation of Pledgor to be performed under this Agreement.

(b) Pledgor expressly acknowledges that Lender shall record this Agreement with the United States Patent and Trademark Office in Washington, D.C. After the occurrence of an Event of Default, Pledgor will execute an Assignment in the form attached as Exhibit A hereto and thereafter, upon written notice to Pledgor, Lender may, in its sole discretion, record the Assignment with the United States Patent and Trademark Office.

(c) If an Event of Default shall occur, Pledgor irrevocably authorizes and empowers Lender to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, Lender may immediately sell at public or private sale, in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral together with the associated goodwill, or any interest that Pledgor may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all commercially reasonable expenses (including all reasonable expenses for attorneys' and brokers' fees and other legal services), Lender shall apply such proceeds against payment of the Debt. Any remainder of the proceeds, after payment in full of the Debt, shall be paid to Pledgor. At any such sale or other disposition, Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

7. Termination. At such time as the Debt has been irrevocably paid in full this Agreement shall terminate and, upon request of Pledgor, Lender shall promptly, and in any event within ten (10) business days, execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release Lender's security interest in and assignment of the Collateral and to preserve Pledgor's full title to the Collateral, subject to any disposition thereof that may have been made by Lender pursuant hereto.

8. Attorneys' Fees, Costs and Expenses. Any and all commercially reasonable out-of-pocket costs and expenses, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, as required by this agreement, within five (5) days of demand by Lender, and, until so paid, shall be added to the principal amount of the Debt.

9. Lender's Rights to Enforce. Pledgor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Collateral. Lender shall have the right, but shall have no obligation, to join in any such action.

10. Power of Attorney. Pledgor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence and during the continuance of an Event of Default, Pledgor's name on all applications, documents, papers and instruments necessary for Lender to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

11. Lender's Right to Perform Obligations. If Pledgor fails to comply with any of its obligations under this Agreement, Lender may, but is not obligated to, do so in Pledgor's name or in Lender's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Lender on demand in full for all commercially reasonable out-of-pocket expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Collateral.

12. Additional Documents. Pledgor shall, upon written request of Lender, enter into such additional documents or instruments as may be reasonably required by Lender in order to effectuate, evidence or perfect Lender's interests in the Collateral as evidenced by this Agreement.

13. New Collateral. If, before the Debt shall have been satisfied in full, Pledgor shall obtain rights to any new Collateral, the provisions of Section 1 shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Pledgor shall give Lender prompt written notice thereof.

14. Modification for New Collateral. Pledgor hereby authorizes Lender to modify this Agreement by amending Schedule 1 to include any existing or future Collateral as contemplated by Sections 1 and 13 hereof and, at Lender's request, Pledgor shall execute any documents or instruments reasonably required by Lender in order to modify this Agreement as provided in this Section 14, provided that any such modification to Schedule 1 shall be effective without the signature of Pledgor.

15. No Waiver. No course of dealing between Pledgor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. Remedies Cumulative. All of the rights and remedies of Lender with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

17. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in

such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. Modifications. This Agreement may be amended or modified only by a writing signed by Pledgor and Lender, except that any modification to Schedule 1 hereto pursuant to Section 14 shall be effective without the signature of Pledgor. In the event that any provision herein is deemed to be inconsistent with any provision of any other document, other than the Note, the provisions of this Agreement shall control. In the event that any provision herein is deemed to be inconsistent with any provision of the Note, the provisions of the Note shall control.

19. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, except that Pledgor may not assign any of its rights or duties hereunder without the prior written consent of Lender.

20. Notice. Whenever notice is required by the provisions of this Agreement to be given to the parties, it shall be deemed to be fully given, if given in writing and personally delivered, or within three days if mailed by certified U.S. Mail, return receipt requested, postage prepaid, to the addresses set forth below:

Debtor:

PurUs Health, LLC
3558 Lee Road
Shaker Heights, OH 44120

Lender:

Scot Cohen
V3 Capital Partners
1241 Lexington Avenue
New York, NY 10022

Any party may change the person or address to which such notices are to be addressed by giving the other party notice in the manner set forth hereinabove.

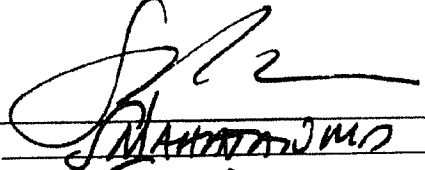
21. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Ohio, without regard to principles of conflicts of law. Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this Agreement, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or

proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

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22. JURY TRIAL WAIVER. PLEDGOR AND LENDER, TO THE EXTENT PERMITTED BY LAW, EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN LENDER AND PLEDGOR, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF LENDER TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT BETWEEN PLEDGOR AND LENDER.

PURUSHEALTH, LLC

By: 
Name: SCOT COHEN
Title: FOUNDER

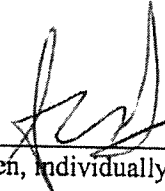
Scot Cohen, individually

[Signature Page to IP Security Agreement]

22. JURY TRIAL WAIVER. PLEDGOR AND LENDER, TO THE EXTENT PERMITTED BY LAW, EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN LENDER AND PLEDGOR, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF LENDER TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT BETWEEN PLEDGOR AND LENDER.

PURUSHEALTH, LLC

By: _____
Name: _____
Title: _____



Scot Cohen, Individually

[Signature Page to IP Security Agreement]

ACKNOWLEDGMENTS

THE STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA LAKE)

BEFORE ME, the undersigned authority, on this day personally appeared S. Mahapatra ~~Founder~~, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said PURUSHEALTH, LLC, an Ohio limited liability company, and that (s)he executed the same as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26TH day of February, 2014.

[Signature]
NOTARY PUBLIC

THE STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA LAKE)

BEFORE ME, the undersigned authority, on this day personally appeared SCOT COHEN, an individual, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of ____, 2014.

NOTARY PUBLIC

[Notary Page to IP Security Agreement]

ACKNOWLEDGMENTS

THE STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS:

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said PURUSHEALTH, LLC, an Ohio limited liability company, and that (s)he executed the same as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of _____, 2014.

NOTARY PUBLIC

THE STATE OF OHIO *New York*)
)
COUNTY OF CUYAHOGA *WESTCHESTER*) SS:

BEFORE ME, the undersigned authority, on this day personally appeared SCOT COHEN, an individual, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of February, 2014.

MITCHELL R. NUJCK
NOTARY PUBLIC OF NEW YORK
NO: 02KJ8176749
QUALIFIED IN WESTCHESTER COUNTY
COMMISSION EXPIRES NOVEMBER 3, 2016

[Signature]

NOTARY PUBLIC

[Notary Page to IP Security Agreement]

MITCHELL R.
NOTARY PUBLIC OF
NO: 02KJ8176749
QUALIFIED IN WESTCHESTER COUNTY
COMMISSION EXPIRES NOVEMBER 3, 2016

SCHEDULE 1

Patents

None.

Trademarks

Good Greens, Reg. 4,119,774

Z52. Ser. 85/270,812

Copyrights

None.

EXHIBIT A
FORM OF ASSIGNMENT

BY SIGNING IN THE SPACE PROVIDED BELOW, SCOT COHEN CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND IS CONTINUING AND THAT LENDER HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL (AS DEFINED BELOW) AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT

Scot Cohen, individually

Date: _____

ASSIGNMENT

WHEREAS, **PURUSHEALTH, LLC**, an Ohio limited liability company ("Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Intellectual Property Security Agreement, dated as of February 27, 2014 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement") in favor of **SCOT COHEN**, an individual ("Lender"), pursuant to which Pledgor has granted to Lender a security interest in and contingent assignment of the Collateral as security for the Debt, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Lender, its successors, transferees and assigns, all of its existing and future (a) patents, patent applications, patent licenses, technology licenses, trademark registrations, trademark applications, trademark licenses, service mark registrations, service mark applications, service mark licenses, trade names, domain names, copyright registrations and copyright licenses, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark and service mark rights, copyrights, improvements and inventions, trade secrets and know-how; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) all goodwill

SCHEDULE 1 TO EXHIBIT A

Patents

None.

Trademarks

Good Greens, Reg. 4,119,774

Z52, Ser. 85/270,812

Copyrights

None.