

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM462494

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LINDORA, LLC		02/16/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MONTAGE CAPITAL II, L.P.		
<b>Street Address:</b>	900 East Hamilton Avenue, Suite 100		
<b>City:</b>	Campbell		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95008		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5358485	LEAN FOR LIFE BY LINDORA CLINIC	
<b>Serial Number:</b>	87642966	STAY-WEIGHT	
<b>Serial Number:</b>	87642937	CAPSIO-LIN	
<b>Registration Number:</b>	4302142	STAY-WEIGHT	
<b>Registration Number:</b>	3203557	LINDORA BY PHONE	
<b>Registration Number:</b>	2901834	WEIGHTRAC	
<b>Registration Number:</b>	3570327	LINDORA HEALTH CLINIC	
<b>Registration Number:</b>	3105308	METABOLIC FITNESS QUOTIENT	
<b>Registration Number:</b>	3228958	LEAN FOR LIFE	
<b>Registration Number:</b>	2456837	AT HOME BUT NOT ALONE	
<b>Registration Number:</b>	2484443	LINDORA	
<b>Registration Number:</b>	1942103	MITOCHONDRIAC	
<b>Registration Number:</b>	1868744	LEAN FOR LIFE!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6506440520		
<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>			
<b>Phone:</b>	6506483802		
<b>Email:</b>	patty@pattycheng.com		
<b>TRADEMARK</b>			

OP \$340.00 5358485

**Correspondent Name:** Patty Cheng  
**Address Line 1:** 2625 MIDDLEFIELD ROAD, SUITE 215  
**Address Line 4:** Palo Alto, CALIFORNIA 94306

**NAME OF SUBMITTER:** Patty Cheng

**SIGNATURE:** /s/ Patty Cheng

**DATE SIGNED:** 02/16/2018

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 16, 2018 by and between Lindora, LLC, a Delaware limited liability company (“Borrower”) and Montage Capital II, L.P., a Delaware limited partnership (“Lender”).

### RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the “Loan Agreement”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement or any other Transaction Document (as defined in the Loan Agreement) now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower’s right, title and interest in, its intellectual property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Borrower represents and warrants that as of the date hereof, Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. The parties acknowledge and agree that after the date hereof, such Schedules may be amended or updated from time to time.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**BORROWER:**

Lindora, LLC

Address of Borrower:

2975 Red Hill Avenue, Suite 175  
Costa Mesa, CA 92626  
Attn: Will Righeimer - CEO  
Fax: \_\_\_\_\_  
Email: will.righeimer@lindora.com

By: \_\_\_\_\_  
Name: Will Righeimer  
Title: CEO

**LENDER:**

Montage Capital II, L.P.

Address of Lender:

900 East Hamilton Avenue, Suite 100  
Campbell, CA 95008  
Attn: Eric Gonzales  
Email: egonzales@montagecapital.com

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**BORROWER:**

Address of Borrower:

2975 Red Hill Avenue, Suite 175  
Costa Mesa, CA 92626  
Attn: Will Righelmer - CEO  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Lindora, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

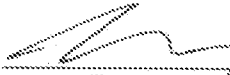
Title: \_\_\_\_\_

**LENDER:**

Address of Lender:

900 East Hamilton Avenue, Suite 100  
Campbell, CA 95008  
Attn: Eric Gonzales  
Email: egonzales@montagecapital.com

Montage Capital II, L.P.

By:  \_\_\_\_\_

Name: Eric Gonzales

Title: Managing Director

SCHEDULE A

Copyrights

If None, check this box:

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>

SCHEDULE B

Patents

If None, check this box:

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue /Application Date</u>

SCHEDULE C

Trademarks

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application / Registration Date</u>
LEAN FOR LIFE BY LINDORA CLINIC	87352998	5358485	December 19, 2017
STAY-WEIGHT	87642966		October 12, 2017
CAPSIO-LIN	87642937		October 12, 2017
STAY-WEIGHT	85381678	4302142	March 12, 2013
RITE WEIGH	85380393		*
LINDORA BY PHONE	78681019	3203557	January 30, 2007
WEIGHTRAC	78328856	2901834	November 9, 2004
NEURODIET	77877788		*
LINDORA HEALTH CLINIC	77018771	3570327	February 3, 2009
METABOLIC FITNESS QUOTIENT	76551664	3105308	June 13, 2006
LEAN FOR LIFE	76478967	3228958	April 17, 2007
AT HOME BUT NOT ALONE	75821442	2456837	June 5, 2001
LINDORA	75819990	2484443	September 4, 2001
MITOCHONDIAC	74509968	1942103	December 19, 1995
LEAN FOR LIFE!	74459246	1868744	December 20, 1994

\*Indicates dead, abandoned or cancelled trademark