

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540212

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignee Entity Type previously recorded on Reel 004460 Frame 0333. Assignor(s) hereby confirms the Assignee is Delaware Limited Liability Company.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lindora, Inc.		01/25/2011	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Lindora, LLC		
Street Address:	2975 Redhill Ave., Suite 175		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	92626		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2484443	LINDORA	
Registration Number:	3228958	LEAN FOR LIFE	
Registration Number:	2513566	FAT BURNING INDICATORS	
Registration Number:	1868744	LEAN FOR LIFE!	
Registration Number:	3105308	METABOLIC FITNESS QUOTIENT	
Registration Number:	1942103	MITOCHONDRIAC	
Registration Number:	2901834	WEIGHTRAC	
Registration Number:	4495056	LINDORA TLC	
Registration Number:	3203557	LINDORA BY PHONE	
Registration Number:	3570327	LINDORA HEALTH CLINIC	
Registration Number:	2295704	LINDORA MEDICAL CLINICS	
Registration Number:	2456837	AT HOME BUT NOT ALONE	
CORRESPONDENCE DATA			
Fax Number:	7145469035		
<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:	714-641-5100		
Email:	lweiland@rutan.com		

CH \$315.00 2484443

Correspondent Name: RUTAN & TUCKER, LLP
Address Line 1: 611 ANTON BLVD, SUITE 1400
Address Line 4: COSTA MESA, CALIFORNIA 92626

NAME OF SUBMITTER: Lindy M. Herman

SIGNATURE: /Lindy M. Herman/

DATE SIGNED: 09/10/2019

Total Attachments: 27

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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
ASSIGNMENTS DIVISION**

Request for Correction of Assignment

Lindora LLC, a Delaware limited liability company, ("Lindora") respectfully requests that the assignment filed on January 25, 2011 at Reel 4460, Frame 0333, (the "Assignment"), be corrected to indicate that the Assignee is a Delaware limited liability company and not a California limited liability company.

The Assignor, Lindora, Inc., no longer exists and is therefore unavailable to execute a corrected document. Thus, this request is made based on the facts set forth herein and in the accompanying Declaration of Chad Somers (the "Somers Dec") submitted in support of this request pursuant to TMEP Section 503.06(b).

The Assignment affects the following trademark registrations:

LINDORA	2484443
LEAN FOR LIFE	3228958
FAT BURNING INDICATORS	2513566
LEAN FOR LIFE!	1868744
METABOLIC FITNESS QUOTIENT	3105308
MITOCHONDRIAC	1942103
WEIGHTRAC	2901834
LINDORA TLC	4495056
LINDORA BY PHONE	3203557
LINDORA HEALTH CLINIC	3570327
LINDORA MEDICAL CLINICS	2295704
AT HOME BUT NOT ALONE	2456837

Lindora is the Assignee identified in the Assignment, a copy of which is attached as Exhibit A to the Somers Dec. At the time of filing, Lindora's former counsel incorrectly identified Lindora as a California limited liability company when it was, in fact, a Delaware limited liability company. This is further supported by the fact that subsequent security agreements recorded against the same trademarks correctly identify Lindora as a Delaware limited liability company. See Exhibit B to the Somers Dec. Lindora LLC has never existed as a California limited liability company. See Exhibit C to the Somers Dec.

Respectfully submitted,

RUTAN & TUCKER, LLP

Dated: September 10, 2019

By: _____/Lindy M. Herman/
Lindy M. Herman, Esq.
611 Anton Boulevard, Suite 1400
Costa Mesa, California 92626
(714) 641-5100
lherman@rutan.com
Attorneys for Lindora, LLC

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
ASSIGNMENTS DIVISION**

Declaration of Chad Somers in Support of Request for Correction of Assignment

I, Chad Somers, declare as follows:

1. I am the Vice President of Product Development for Lindora, LLC, a Delaware limited liability company "Lindora." Based on my position with Lindora and my review of the books and record of Lindora, I have personal knowledge of the facts set forth in this declaration and if called to testify, I could and would testify competently thereto.
2. Lindora, Inc. no longer exists.
3. Lindora is the Assignee identified in the Assignment filed on January 25, 2011 at Reel 4460, Frame 0333, a true and correct copy of which is attached as Exhibit A and which transfers ownership of the following trademarks:

LINDORA	2484443
LEAN FOR LIFE	3228958
FAT BURNING INDICATORS	2513566
LEAN FOR LIFE!	1868744
METABOLIC FITNESS QUOTIENT	3105308
MITOCHONDRIAC	1942103
WEIGHTRAC	2901834
LINDORA TLC	4495056
LINDORA BY PHONE	3203557
LINDORA HEALTH CLINIC	3570327
LINDORA MEDICAL CLINICS	2295704
AT HOME BUT NOT ALONE	2456837

4. Lindora is a Delaware limited liability company and has never been a California limited liability company.
5. I have initialed the changes to be made in the copy of the Assignment attached as Exhibit A to correctly identify Lindora as a Delaware limited liability company.
6. Attached hereto as Exhibit B are security agreements recorded after the Assignment which demonstrate that Lindora is a Delaware limited liability company.
7. Attached hereto as Exhibit C is a true and correct copy of a printout from the California Secretary of State showing Lindora as a Delaware limited liability company.

The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements and the like may jeopardize the validity of the application or submission or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Executed this 6th day of Sept., 2019 in IRVINE, California.

By 
Chad Somers

EXHIBIT A

ASSIGNMENT OF TRADEMARK

WHEREAS, Lindora, Inc., a California corporation (hereinafter the "Assignor"), is the owner of marks:

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
LINDORA BY PHONE	3203557	January 30, 2007
WEIGHTRAC	2901834	November 9, 2004
LINDORA HEALTH CLINIC	3570327	February 3, 2009
LEAN FOR LIFE	3228958	April 17, 2007
METABOLIC FITNESS QUOTIENT	3105308	June 13, 2006
FAT BURNING INDICATORS	2513566	November 27, 2001
LINDORA MEDICAL CLINICS	2295704	November 30, 1999
AT HOME BUT NOT ALONE	2456837	June 5, 2001
LINDORA	2484443	September 4, 2001
MITOCHONDRIC	1942103	December 19, 1995
LEAN FOR LIFE!	1868744	December 20, 1994

WHEREAS, the Assignor is also the owner of the following applications to register the marks:

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
NEURODIET	77877788	November 20, 2009
LINDORA TLC	77877777	November 20, 2009

WHEREAS, Lindora, LLC, a ^{Delaware} California limited liability company (hereinafter the "Assignee"), is desirous of acquiring said registrations and applications, and Assignor's right to said Marks;



NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns to said Assignee all right and title to and interest in the Marks, the pending applications, the ongoing and existing business of Assignor or portion thereof to which said Marks and applications pertain and the goodwill of the business symbolized thereby.

The Commissioner of Patents and Trademarks is requested to record this Assignment and Assignee shall have all the rights and privileges as the owner of the Marks.

ALVARADO SMITH
1 MACARTHUR PLACE, SUITE 200
SANTA ANA, CALIFORNIA 92707
714.852-6800

1173055.1

TRADEMARK
REEL: 004460 FRAME: 0335

TRADEMARK
REEL: 006740 FRAME: 0954

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lindora, Inc.		01/25/2011	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Lindora, LLC
Street Address:	3502 Cadillac Ave.
Internal Address:	Suite O-110
City:	Costa Mesa
State/Country:	CALIFORNIA
Postal Code:	92626
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA Delaware



PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3203557	LINDORA BY PHONE
Registration Number:	2901834	WEIGHTRAC
Registration Number:	3570327	LINDORA HEALTH CLINIC
Registration Number:	3228958	LEAN FOR LIFE
Registration Number:	3105308	METABOLIC FITNESS QUOTIENT
Registration Number:	2513566	FAT BURNING INDICATORS
Registration Number:	2295704	LINDORA MEDICAL CLINICS
Registration Number:	2456837	AT HOME BUT NOT ALONE
Registration Number:	2484443	LINDORA
Registration Number:	1942103	MITOCHONDIAC
Registration Number:	1868744	LEAN FOR LIFE!
Serial Number:	77877788	NEURODIET
Serial Number:	77877777	LINDORA TLC

OP \$240.00 3203557

900182220

TRADEMARK
 REEL: 004460 FRAME: 0333

TRADEMARK
 REEL: 006740 FRAME: 0955

EXHIBIT B

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447580

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LINDORA, LLC		10/10/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MARSHALL B. STAMPER M.D.		
Street Address:	26872 Primavera Dr.		
City:	Mission Viejo		
State/Country:	CALIFORNIA		
Postal Code:	92691		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	1868744	LEAN FOR LIFE!	
Registration Number:	1942103	MITOCHONDRIAC	
Registration Number:	2295704	LINDORA MEDICAL CLINICS	
Registration Number:	2484443	LINDORA	
Registration Number:	2456837	AT HOME BUT NOT ALONE	
Registration Number:	2513566	FAT BURNING INDICATORS	
Registration Number:	3228958	LEAN FOR LIFE	
Registration Number:	3105308	METABOLIC FITNESS QUOTIENT	
Registration Number:	3570327	LINDORA HEALTH CLINIC	
Registration Number:	4495056	LINDORA TLC	
Registration Number:	2901834	WEIGHTRAC	
Registration Number:	3203557	LINDORA BY PHONE	
Registration Number:	4302142	STAY-WEIGHT	
Serial Number:	87352998	LEAN FOR LIFE BY LINDORA CLINIC	
CORRESPONDENCE DATA			
Fax Number:			
<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>			

CH \$365.00 1868744

Email: prosecutiondocketing@paulhastings.com
Correspondent Name: Paul Hastings LLP
Address Line 1: 4747 Executive Dr.
Address Line 2: 12th Floor
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 78631.00004

NAME OF SUBMITTER: Laura C. Yip

SIGNATURE: /Laura C. Yip/

DATE SIGNED: 10/17/2017

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 10, 2017, is entered into by LINDORA, LLC, a Delaware limited liability company (the "Grantor"), and MARSHALL B. STAMPER, M.D. (the "Lender").

Capitalized terms not otherwise defined herein have the meanings set forth in that certain Security Agreement dated as of the date hereof between the Grantor and the Lender (as such agreement may be amended, restated, modified, supplemented or modified from time to time, the "Security Agreement").

WHEREAS, the Grantor is required to grant a security interest to the Lender in all of the Grantor's assets, including intellectual property, whether registered or unregistered, now owned or hereafter acquired, and wherever located, including the trademarks, registrations and applications listed on Schedule 1 hereto (collectively, the "Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Lender hereby agree as follows:

Section 1. Grant of Security Interest.

(a) To secure the payment and performance of the Obligations, the Grantor hereby grants to the Lender a continuing security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under all the Trademarks, together with all applications, registrations and renewals thereof and all goodwill associated with or symbolized by any of the foregoing, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Lender under the Security Agreement. The rights and remedies of the Lender with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement.

Section 2. Modification of Agreement. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, the Lender may modify or supplement this Agreement by amending or supplementing Schedule 1 hereto to include reference to any right, title or interest in any trademarks currently owned by the Grantor not otherwise set forth on Schedule 1 and/or any trademarks acquired or developed by the Grantor after the execution hereof.

Section 3. Governing Law. THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF CALIFORNIA. EACH OF THE GRANTOR AND THE LENDER, BY ACCEPTANCE HEREOF, AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR TORT OR OTHERWISE IN ANY WAY RELATING TO THIS AGREEMENT, IN ANY FORUM OTHER THAN STATE OR FEDERAL COURTS SITTING IN ORANGE COUNTY, CALIFORNIA. In

the event that any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of this Agreement.

Section 4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Lender and the Grantor and their respective successors and permitted assigns. The Grantor shall not, without the prior written consent of the Lender given in accordance with the Security Agreement, assign any right, duty or obligation hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic communication (including via email or PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the Lender have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

LINDORA, LLC

By: 

Daniel J. Lubéck
Co-Chairman

LENDER:


MARSHALL B. STAMPER, M.D.

[Signature Page]

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TRADEMARK
REEL: 006780 FRAME: 0283

SCHEDULE 1

TRADEMARKS

LINDORA REGISTERED IP SEARCHES

U.S. TRADEMARKS

SERIAL NO.	REG. NO.	MARK	STATUS	OWNER	CHAIN OF TITLE	SECURITY INTERESTS
74459246	1868744	LEAN FOR LIFE!	LIVE	LINDORA, LLC	CLEAR	NONE
74509968	1942103	MITOCHONDRIAC	LIVE	LINDORA, LLC	CLEAR	NONE
75542416	2295704	LINDORA MEDICAL CLINICS	LIVE	LINDORA, LLC	CLEAR	NONE
75819990	2484443	LINDORA	LIVE	LINDORA, LLC	CLEAR	NONE
75821442	2456837	AT HOME BUT NOT ALONE	LIVE	LINDORA, LLC	CLEAR	NONE
76009635	2513566	FAT BURNING INDICATORS	LIVE	LINDORA, LLC	CLEAR	NONE
76478967	3228958	LEAN FOR LIFE	LIVE	LINDORA, LLC	CLEAR	NONE
76551664	3105308	METABOLIC FITNESS QUOTIENT	LIVE	LINDORA, LLC	CLEAR	NONE
77018771	3570327	LINDORA HEALTH CLINIC	LIVE	LINDORA, LLC	CLEAR	NONE
77877777	4495056	LINDORA TLC	LIVE	LINDORA, LLC	CLEAR	NONE
78328856	2901834	WEIGHTRAC	LIVE	LINDORA, LLC	CLEAR	NONE
78681019	3203557	LINDORA BY PHONE	LIVE	LINDORA, LLC	CLEAR	NONE
85381678	4302142	STAY-WEIGHT	LIVE	LINDORA, LLC	CLEAR	NONE
87352998		LEAN FOR LIFE BY LINDORA CLINIC	LIVE	LINDORA, LLC	CLEAR	NONE

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM462494

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

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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: _____

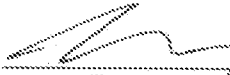
Title: _____

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 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

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488983

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LINDORA, LLC		08/31/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AVIDBANK		
Street Address:	1732 N 1st STREET		
Internal Address:	6th FLOOR		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95112		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	5469290	STAY-WEIGHT	
Registration Number:	5469288	CAPSIO-LIN	
Registration Number:	5358485	LEAN FOR LIFE BY LINDORA CLINIC	
Registration Number:	4302142	STAY-WEIGHT	
Registration Number:	3203557	LINDORA BY PHONE	
Registration Number:	2901834	WEIGHTRAC	
Registration Number:	4495056	LINDORA TLC	
Registration Number:	3570327	LINDORA HEALTH CLINIC	
Registration Number:	3105308	METABOLIC FITNESS QUOTIENT	
Registration Number:	3228958	LEAN FOR LIFE	
Registration Number:	2513566	FAT BURNING INDICATORS	
Registration Number:	2456837	AT HOME BUT NOT ALONE	
Registration Number:	2484443	LINDORA	
Registration Number:	2295704	LINDORA MEDICAL CLINICS	
Registration Number:	1942103	MITOCHONDRIAC	
Registration Number:	1868744	LEAN FOR LIFE!	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$415.00 5469290

Fax Number: 4048853900

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: 4048853868

Email: rusty.close@troutmansanders.com

Correspondent Name: CHRISTOPHER CLOSE

Address Line 1: TROUTMAN SANDERS LLP

Address Line 2: 600 PEACHTREE STREET NE, SUITE 3000

Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	252807.000012
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NAME OF SUBMITTER:	Christopher C Close, Jr.
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SIGNATURE:	/Christopher C. Close Jr./
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DATE SIGNED:	09/06/2018
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Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") is entered into as of August 31, 2018 by and between AVIDBANK ("Bank") and LINDORA, LLC, a Delaware limited liability company ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Closing Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto and any patents and patent applications claiming the priority benefit of the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but

all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[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.

GRANTOR:

LINDORA, LLC

By: _____

Name: _____

Title: _____



Will Richman

CEO

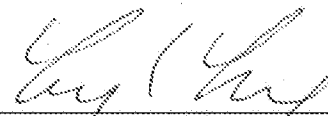
BANK:

AVIDBANK

By: _____

Name: _____

Title: _____



Leucena Flacox

PIF

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
STAY-WEIGHT	5,469,290	05/15/2018
CAPSIO-LIN	5,469,288	05/15/2018
LEAN FOR LIFE BY LINDORA CLINIC (& design)	5,358,485	12/19/2017
STAYWEIGHT	4,302,142	03/12/2013
LINDORA BY PHONE	3,203,557	01/30/2007
WEIGHTRAC	2,901,834	11/09/2004
LINDORA TLC	4,495,056	03/11/2014
LINDORA HEALTH CLINIC	3,570,327	02/03/2009
METABOLIC FITNESS QUOTIENT	3,105,308	06/13/2006
LEAN FOR LIFE	3,228,958	04/17/2007
FAT BURNING INDICATORS	2,513,566	11/27/2001
AT HOME BUT NOT ALONE	2,456,837	06/05/2001
LINDORA	2,484,443	09/04/2001
LINDORA MEDICAL CLINICS	2,295,704	11/30/1999
MITOCHONDRIAC	1,942,103	12/19/1995
LEAN FOR LIFE!	1,868,744	12/20/1994

EXHIBIT C

Alex Padilla
California Secretary of State

Business Search - Results







The California Business Search is updated daily and reflects work processed through Tuesday, June 4, 2019. Please refer to document **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

- Select an entity name below to view additional information. Results are listed alphabetically in ascending order by entity name, or you can select a column title to change the sort order.
- To refine the search results, enter a word or a string of words in the "Narrow search results" box. The "Narrow search results" will search on all fields of the initial search results.
- For information on checking or reserving a name, refer to **Name Availability**.
- For information on requesting a more extensive search, refer to **Information Requests**.
- For help with searching an entity name, refer to **Search Tips**.
- For descriptions of the various fields and status types, refer to **Frequently Asked Questions**.

Results of search for LP/LLC Name keyword "lindora" returned 1 entity record (out of 1 record found).

Show entities per page

Narrow search results:

Entity Number 	Registration Date 	Status 	Entity Name 	Jurisdiction 	Agent for Service of Process 
200917710195	06/24/2009	ACTIVE	<u>LINDORA, LLC</u>	DELAWARE	WILLIAM J RIGHEIMER

Showing 1 to 1 of 1 entities

[Previous](#) [1](#) [Next](#)

[Modify Search](#) [New Search](#)