

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543930

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Caulipower, LLC		10/04/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Dwight Funding LLC		
Street Address:	787 Eleventh Ave., 10th floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	88511896	CAULI POWER	
Serial Number:	86981970	CAULIPOWER	
Serial Number:	88576350	CAULIPOWER	
Serial Number:	88420544	CAULIPOWER	
Serial Number:	88576359	CAULIPOWER	
Serial Number:	88245797	CAULIPOWER TO THE PEOPLE	
Serial Number:	87868297	CAULI-TENDERS	
Serial Number:	88528145	GOBBLE. IT. UP.	
Serial Number:	88100648	JOIN THE VEGOLUTION	
Serial Number:	88226548		
Serial Number:	87603559	LIVE LIFE ON THE VEG	
Serial Number:	88248462	MASHED FAUXTATOES	
Serial Number:	88218126	MEAL HACKS	
Serial Number:	88498394	NEW CHICK ON THE BLOCK	
Serial Number:	87211363	PIZZA. YOUR FAVORITE VEGETABLE.	
Serial Number:	88072004	SWEET POTATOAST	
Serial Number:	87920257	SWEET POTATOASTS	
Serial Number:	88450428	SWEET POTATOASTS	
Serial Number:	88528140	THE BEST THING SINCE SLICED BREAD	
TRADEMARK			

OP \$540.00 88511896

Property Type	Number	Word Mark
Serial Number:	88100650	VEGOLUTION
Serial Number:	88072441	VEGOLUTIONARY FOOD

CORRESPONDENCE DATA

Fax Number:

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: 5166636681
Email: smcgrath@rmfpc.com
Correspondent Name: Ruskin Moscou Faltischek, PC
Address Line 1: 1425 RXR Plaza, 15th Floor
Address Line 2: Sandra McGrath
Address Line 4: Uniondale, NEW YORK 11556

NAME OF SUBMITTER:	Sandra McGrath
SIGNATURE:	/s/ Sandra McGrath
DATE SIGNED:	10/04/2019

Total Attachments: 13
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, amended and restated, joined, extended, supplemented and/or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of October 4, 2019 by Caulipower, LLC, a limited liability company organized and existing under and pursuant to the laws of the State of Delaware (the "Grantor"), with a principal address of 16130 Ventura Blvd., Suite 400, Encino, CA 91436, in favor of DWIGHT FUNDING LLC, a Delaware limited liability company (the "Lender"), with a principal address of 787 Eleventh Ave., 10th floor, New York, NY 10019. Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the LSA (defined below).

RECITALS

A. Grantor has requested that the Lender from time to time extend credit or otherwise make financial accommodations available to it, including, without limitation, pursuant to the terms of that certain Loan and Security Agreement dated as of even date herewith, between the Grantor and the Lender (as the same may from time to time be amended, restated, supplemented, or otherwise modified from time to time, the "LSA");

B. Under the terms of the LSA and the Other Documents (collectively, the "Loan Documents"), Grantor has granted to Lender, a security interest in substantially all of Grantor's assets, and agrees as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other Governmental Body; and

NOW, THEREFORE, in consideration of the willingness of the Lender to enter into the LSA and to agree, subject to the terms and conditions set forth therein, to make the Advances to the Grantor pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

Grant of Security Interest. To secure all of Grantor's Indebtedness under the Loan Documents, Grantor hereby grants to Lender, a continuing security interest in and to all of the right, title and interest of Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired by Grantor (collectively, the "Intellectual Property Collateral");

(a) The U.S. and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and unregistered tradenames and trademarks, set forth on Schedule C attached hereto, including, without limitation, all common-law rights related to, and goodwill of

the business associated with the foregoing (collectively, the "Trademarks");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

Notwithstanding anything contained in this IP Security Agreement or any of the Loan Documents to the contrary, the term "Intellectual Property Collateral" shall not include any application for trademarks and servicemarks filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b), unless and until evidence of the use of such trademark or servicemark in interstate commerce is submitted to the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(c) or 1(d).

Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Lender in the Intellectual Property Collateral.

Assignment. Upon the occurrence of an Event of Default, Grantor shall, upon request by the Lender, execute and deliver to the Lender an absolute assignment transferring its entire right, title, and interest in and to the Intellectual Property Collateral to the Lender.

Power of Attorney. Grantor hereby irrevocably grants to the Lender a power of attorney to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in the Lender's reasonable discretion, to take any action and to execute any instrument that the Lender may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered Intellectual Property Collateral (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Intellectual Property Collateral in which Grantor no longer has or claims any right, title or interest;

(b) Upon the occurrence and during the continuation of an Event of Default, to execute, file and pursue any application, form or other document in order to perfect, maintain, continue or otherwise protect the Lender's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; *provided, however*, unless an Event of Default has occurred and is continuing, Lender will not take any actions which result in an assignment or transfer of title of such Intellectual Property Collateral to Lender. Notwithstanding the foregoing, unless an Event of Default has occurred and is continuing, Lender shall not undertake prosecution of any pending patent application listed in Schedule B before the United States Patent and Trademark Office; responsibility for such prosecution of any pending patent application listed on Schedule B shall remain with the Grantor's attorney of record before the United States Patent and Trademark Office;

(c) To execute any document required to acknowledge, register or perfect the interest of Lender in any part of the Intellectual Property Collateral without the signature of Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Intellectual Property Collateral, pursuant to the Loan Agreement, and (ii) take any other actions with respect to the Intellectual Property Collateral as Lender reasonably deems to be in the best interest of itself.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Indebtedness secured hereby has been unconditionally and indefeasibly paid and performed in full (other than contingent indemnification obligations for which claims have not been asserted), the LSA has been terminated (except for any obligations designated thereunder as continuing on an unsecured basis) and all commitments of Lender to make Advances have been terminated.

Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the Intellectual Property Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than contingent indemnification obligations for which claims have not been asserted) secured hereby unconditionally and indefeasibly and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Lender (at the Grantor's request and sole expense) will promptly execute and deliver to the Grantor (with such customary representations and warranties from a secured lender releasing its lien as the Grantor may reasonably request) such documents as the Grantor may reasonably request and as are provided to the Lender to evidence such termination.

Newly Applied For or Newly Registered Copyrights, Patents, Trademarks and Domain Names.
Until such time as this IP Security Agreement is terminated, Grantor shall provide the Lender prompt written notice of each newly applied for or newly registered Copyrights, Patents, Trademarks and Domain Names (if any) owned by Grantor.

Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Loan Documents. The rights and remedies of the Grantor and the Lender with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Documents, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Documents, the provisions of the Loan Documents shall govern.

(b) This IP Security Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This IP Security Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (A) may be relied on by each party as if the document were a manually signed original and (B) will be binding on each party for all purposes.

(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of New York (without regard to New York choice of law or conflicts of law principles).

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTOR:

CAULIPOWER, LLC

By: Gail Becker
Name: Gail Becker
Title: Founder, CEO

LENDER:

DWIGHT FUNDING LLC

By: Daniel Beebe
Name: Daniel Beebe
Title: Managing Director

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

SCHEDULE A

COPYRIGHT COLLATERAL

NONE

8

Schedule A to IP Security Agreement

847946

TRADEMARK
REEL: 006764 FRAME: 0057

SCHEDULE B

PATENT COLLATERAL

NONE

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SCHEDULE C

TRADEMARKS AND TRADE NAMES

UNITED STATES TRADEMARKS

<u>NAME</u>	<u>SERIAL NUMBER</u>	<u>DATE</u>
CAULIPOWER design	88511896	July 12, 2019
CAULIPOWER	86981970	February 15, 2016
CAULIPOWER	88576350	August 13, 2019
CAULIPOWER logo	88420544	May 8, 2019
CAULIPOWER logo	88576359	August 13, 2019
CAULIPOWER logo	88245797	December 6, 2018
CAULI-TENDERS	87868297	April 9, 2018
GOBBLE. IT. UP.	88528145	July 22, 2019
JOIN THE VEGOLUTION	88100648	August 31, 2018
LIGHT BULB AND FORD DESIGN	88226548	December 12, 2018
LIVE LIFE ON THE VEG	87603559	September 11, 2007
MASHED FAUXTATOES	88248462	January 3, 2019
MEAL HACKS	88218126	December 5, 2018
NEW CHICKS ON THE BLOCK	88498394	July 2019
PIZZA, YOUR FAVORITE VEGETABLE	87211363	October 21, 2016
SWEET POTATOAST	88072004	August 9, 2018
SWEET POTATOASTS	87920257	May 14, 2018
SWEET POTATOASTS DESIGN	88450428	May 29, 2019

THE BEST THING SINCE SLICED BREAD	88528140	July 22, 2019
VEGOLUTION	88100650	August 31, 2018
VEGOLUTIONARY FOOD	88072441	August 9, 2018

FOREIGN TRADEMARKS

<u>NAME</u>	<u>COUNTRY</u>	<u>FILING NUMBER</u>
CAULI-FLOUR	European Union (Community)	017865835
CAULI-FLOUR	United Kingdom	UK00003254933
CAULIPOWER	Australia	1869611
CAULIPOWER	Canada	1835799
CAULIPOWER	China (People's Republic)	37075931
CAULIPOWER	China (People's Republic)	37075932
CAULIPOWER	European Union (Community)	017166984
CAULIPOWER	New Zealand	1074953
CAULIPOWER	Switzerland	713024
CAULIPOWER	United Kingdom	UK0003228526
CAULIPOWER (Hua-Ye-Li)	China (People's Republic)	37075927
CAULIPOWER (Hua-Ye-Li)	China (People's Republic)	37075928
CAULIPOWER Logo	China (People's Republic)	37075929
CAULIPOWER Logo	China (People's Republic)	37075930
CAULIPOWER TO THE PEOPLE	Canada	1934592
CAULI-TENDERS	Australia	1959859
CAULI-TENDERS	Canada	1923499

CAULI-TENDERS	European Union (Community)	017964936
CAULI-TENDERS	United Kingdom	UK00003343238
JOIN THE VEGOLUTION	Australia	1952370
JOIN THE VEGOLUTION	Canada	1917787
JOIN THE VEGOLUTION	European Union (Community)	017949078
JOIN THE VEGOLUTION	United Kingdom	UK00003346681
LIGHT BULB and FORK Design	Canada	1936096
LIGHT BULB and FORK Design	United Kingdom	UK00003360833
LIVE LIFE ON THE VEG	Canada	1934840
LIVE LIFE ON THE VEG	European Union (Community)	017996586
LIVE LIFE ON THE VEG	United Kingdom	UK00003358701
MASHED FAUXTATOES	Canada	1934841
MASHED FAUXTATOES	United Kingdom	UK00003357512
MEAL HACKS	Canada	1934844
MEAL HACKS	European Union (Community)	017994828
PIZZA, VOTRE LEGUME PREFERE	Canada	1976781
PIZZA, VOTRE LEGUME PREFERE	France	4569295
PIZZA, YOUR FAVORITE VEGETABLE	Canada	1905399
PIZZA, YOUR FAVORITE VEGETABLE	European Union (Community)	017994827
PIZZA, YOUR FAVORITE VEGETABLE	Switzerland	82594/2018
PIZZA, YOUR FAVORITE VEGETABLE (Series Mark)	United Kingdom	UK00003319130
SWEET POTATOAST	Australia	1947570

SWEET POTATOAST	Canada	1934842
SWEET POTATOAST	European Union (Community)	017941267
SWEET POTATOAST and SWEET POTATOASTS (Series of Two)	United Kingdom	UK00003331488
SWEET POTATOASTS	Australia	1947571
SWEET POTATOASTS	Canada	1934843
SWEET POTATOASTS	European Union (Community)	017942383
SWEET POTATOASTS Logo	Australia	1962405
SWEET POTATOASTS Logo	Canada	1961958
SWEET POTATOASTS Logo	European Union (Community)	018062610
SWEET POTATOASTS Logo	United Kingdom	UK00003397997
URBANITE FARMER	Australia	2022816
URBANITE FARMER	Canada	1975217
URBANITE FARMER	European Union (Community)	018094630
URBANITE FARMER	New Zealand	1125312
URBANITE FARMER (Stylized)	European Union (Community)	018094627
VEGOLUTION	Australia	1952369
VEGOLUTION	Canada	1917786
VEGOLUTION	European Union (Community)	017949077
VEGOLUTION	United Kingdom	UK00003346677
VEGOLUTIONARY FOOD	Australia	1947569
VEGOLUTIONARY FOOD	Canada	1917788
VEGOLUTIONARY FOOD	European Union (Community)	17941269/8
VEGOLUTIONARY FOOD	United Kingdom	UK00003331486
VEGOLUTIONARY FOODS	Australia	1946213

VEGOLUTIONARY FOODS	Canada	1917789
VEGOLUTIONARY FOODS	Canada	1936094
VEGOLUTIONARY FOODS	China (People's Republic)	37075935
VEGOLUTIONARY FOODS	China (People's Republic)	37075933
VEGOLUTIONARY FOODS	China (People's Republic)	37075936
VEGOLUTIONARY FOODS	China (People's Republic)	37075934
VEGOLUTIONARY FOODS	European Union (Community)	017939364
VEGOLUTIONARY FOODS	New Zealand	1108930
VEGOLUTIONARY FOODS	Switzerland	82600/2018
VEGOLUTIONARY FOODS	United Kingdom	UK00003329823
VEGOLUTIONARY FOODS	United Kingdom	UK00003360819
VEGOLUTIONARY FOODS and Design	Canada	1936095
VEGOLUTIONARY FOODS and Design	European Union (Community)	018062608
VEGOLUTIONARY FOODS and Design	United Kingdom	UK00003360827
VEGOLUTIONARY FOODS (Gao-Su-Shi-Dai)	China (People's Republic)	37075939
VEGOLUTIONARY FOODS (Gao-Su-Shi-Dai)	China (People's Republic)	37075938
VEGOLUTIONARY FOODS (Gao-Su-Shi-Dai)	China (People's Republic)	37075940
VEGOLUTIONARY FOODS (Gao-Su-Shi-Dai)	China (People's Republic)	37075937
VIVRE A PLEIN CHOU	Canada	1976782
VIVRE A PLEIN CHOU	France	4569208

SCHEDULE D
DOMAIN NAMES