

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546451

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: 20			
Property Type	Number	Word Mark	
Registration Number:	5861751		
Registration Number:	5861750		
Registration Number:	5861746	BOOST4	
Registration Number:	5851080	CAPSIO-LIN+	
Registration Number:	5851079	REM4	
Registration Number:	4495056	LINDORA TLC	
Registration Number:	2513566	FAT BURNING INDICATORS	
Registration Number:	2295704	LINDORA MEDICAL CLINICS	
Serial Number:	88322464	LINDORAONLINE	
Serial Number:	88322462	LINDORACLINIC	
Serial Number:	88322455	LINDORACLINIC	
Serial Number:	88322449	LINDORAANYWHERE	
Serial Number:	88322202	LINDORAFRESH	
Serial Number:	88322199	LINDORAWELLNESS	
Serial Number:	88322183	LINDORAFRESH	
Serial Number:	88322178	LINDORAWELLNESS	
Serial Number:	88322186	LINDORANUTRITION	
Serial Number:	88322212	LINDORANUTRITION	
Serial Number:	88322208		
TRADEMARK			

OP \$515.00 5861751

Property Type	Number	Word Mark
Serial Number:	88322191	

CORRESPONDENCE DATA

Fax Number: 6506440520

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: 6506483802

Email: PATTY@PATTYCHENG.COM

Correspondent Name: PATTY CHENG

Address Line 1: 2625 MIDDLEFIELD RD., #215

Address Line 4: PALO ALTO, CALIFORNIA 94306

NAME OF SUBMITTER:	Patty Cheng
SIGNATURE:	/s/ Patty Cheng
DATE SIGNED:	10/23/2019

Total Attachments: 6

source=Lindora - IPSA (updated Oct 2019)#page1.tif

source=Lindora - IPSA (updated Oct 2019)#page2.tif

source=Lindora - IPSA (updated Oct 2019)#page3.tif

source=Lindora - IPSA (updated Oct 2019)#page4.tif

source=Lindora - IPSA (updated Oct 2019)#page5.tif

source=Lindora - IPSA (updated Oct 2019)#page6.tif

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
MITOCHONDRIAC	74509968	1942103	December 19, 1995
LEAN FOR LIFE!	74459246	1868744	December 20, 1994
LINDORAONLINE	88322464		March 1, 2019
LINDORA CLINIC	88322462		March 1, 2019
LINDORA CLINIC	88322455		March 1, 2019
LINDORA ANYWHERE	88322449		March 1, 2019
LINDORA FRESH	88322202		March 1, 2019
LINDORA WELLNESS	88322199		March 1, 2019
LINDORA FRESH	88322183		March 1, 2019
LINDORA WELLNESS	88322178		March 1, 2019
	88322459	5861751	September 17, 2019
	88322452	5861750	September 17, 2019
BOOST4	88322214	5861746	September 17, 2019
CAPSIO-LIN+	88322220	5851080	September 3, 2019
REM4	88322216	5851079	September 3, 2019
LINDORA NUTRITION	88322186		March 1, 2019
LINDORA NUTRITION	88322212		March 1, 2019
	88322208		March 1, 2019
	88322191		March 1, 2019
LINDORA TLC	77877777	4495056	March 11, 2014
FAT BURNING INDICATORS	76009635	2513566	November 27, 2001
LINDORA MEDICAL CLINICS	75542416	2295704	November 30, 1999

*Indicates dead, abandoned or cancelled trademark