

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551213

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
URBAN REMEDY, INC.		11/27/2019	Corporation: CALIFORNIA Delaware
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	55 Almaden Boulevard, Suite 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5032353	FOOD IS HEALING	
Registration Number:	4933423	URBAN REMEDY	
Registration Number:	4798400	URBAN REMEDY	
Registration Number:	3800829	URBAN REMEDY	
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>			
Phone:	202.370.4750		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1158108		
NAME OF SUBMITTER:	D'Arcy Conrique		
SIGNATURE:	/D'Arcy Conrique/		
DATE SIGNED:	11/27/2019		
Total Attachments: 6			

OP: \$115.00 5032353

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of November 27, 2019 (the "**Agreement**") between **WESTERN ALLIANCE BANK**, an Arizona corporation ("**Bank**") and **URBAN REMEDY, INC.**, a Delaware corporation ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of November 27, 2019 (as amended from time to time, the "**Loan Agreement**"), between Bank and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Bank a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) 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 (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Bank of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

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

GRANTOR:

URBAN REMEDY, INC., a Delaware corporation

By: 

Name: Paul Coletta

Title: CEO

Address for Notices:

Attn: Paul Coletta, Chief Executive Officer

8 207 S. Garrard Blvd.

Richmond, CA 94801

Fax: _____

LENDER:

WESTERN ALLIANCE BANK,
an Arizona corporation

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: Mike Lederman

55 Almaden Blvd. Ste. 100

San Jose, CA 95113

Tel: (408) 423-8500

Fax: (408) 423-8520

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK

REEL - 006812 FRAME: 0202

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

GRANTOR:

URBAN REMEDY, INC., a Delaware corporation

By: _____

Name: _____


Title: _____

Address for Notices:

Attn: Paul Coletta, Chief Executive Officer
201 S. Garrard Blvd.
Richmond, CA 94801
Fax: _____

LENDER:

WESTERN ALLIANCE BANK,
an Arizona corporation

By:  _____

Name: Shishik Sharma

Title: AVP

Address for Notices:

Attn: Mike Lederman
55 Almaden Blvd. Ste. 100
San Jose, CA 95113
Tel: (408) 423-8500
Fax: (408) 423-8520

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
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EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist ✓

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
FOOD IS HEALING	86294737	5032353		August 30, 2016
URBAN REMEDY	86443590	4933423		April 5, 2016
URBAN REMEDY	86432587	4798400		August 25, 2015
URBAN REMEDY	77723824	3800829		June 8, 2010

EXHIBIT C

PATENTS

Please Check if No Patents Exist ✓

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued Or Published?</u>	<u>Issue Date:</u>