

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555293

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Origination, LLC		12/30/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	250 Yonge Street, 11th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5B2L7		
Entity Type:	National Banking Association: CANADA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	88255937	ICE DISINTEGRATOR	
Serial Number:	87826435	K-CARB PLUS	
Serial Number:	87826443	CI-MEGANION	
Serial Number:	87826449	KC+ K-CARB PLUS	
Serial Number:	87826441	MEGANION	
Serial Number:	86922725		
Serial Number:	86921777	ORIGINATION, INC.	
Serial Number:	86921779	O2D	
Serial Number:	85693744	CHOICE ELEMENTS	
Serial Number:	85631876	GREEN ORIGINS	
Serial Number:	85631981	QUIK-MELT	
Serial Number:	85632004	ICE DISINTEGRATOR	
Serial Number:	85632111	NATURAL ORIGINS	
Serial Number:	85562070	K-SALT	
Serial Number:	77616929	BUFFERMAG	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-577-8438
Email: raquel.haleem@katten.com
Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	12/30/2019

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2019, is made the undersigned (the “Grantor”), in favor of Bank of Montreal (“BMO”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 22, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Pestell Nutrition, Inc., a corporation organized under the laws of British Columbia, Canada, the other Borrowers from time to time party thereto, the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and BMO, as Agent for the Lenders and the L/C Issuers, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guarantee and Security Agreement, dated as of December 30, 2019 in favor of the Agent (the “Guarantee and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guarantee and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the L/C Issuers to continue to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

all renewals and extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include any Excluded Property and no security interest is granted in any Excluded Property.

Section 3. Guarantee and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, as determined in the Grantor's reasonable business judgment, in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in 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 agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ORIGINATION, LLC, as Grantor

By: 

Name: Dave Libertini

Title: Chief Financial Officer

Trademark Security Agreement (Postell)

TRADEMARK
REEL: 006828 FRAME: 0058

ACCEPTED AND AGREED
as of the date first above written:

BANK OF MONTREAL, as Agent

By: John Buchta
Name: John Buchta
Its: Duly Authorized Signatory

Trademark Security Agreement (Pestell)

TRADEMARK
REEL: 006828 FRAME: 0059

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Registered Trademarks

Trademark	Application No.	Application Date	Registration No.	Registration Date
ICE DISINTEGRATOR	88255937	1/9/19	5826699	8/6/19
K-CARB PLUS	87826435	3/8/18	5585147	10/16/18
CI-MEGANION	87826443	3/8/18	5594982	10/30/18
KC+ K-CARB PLUS	87826449	3/8/18	5585151	10/16/18
MEGANION	87826441	3/8/18	5585149	10/16/18
Design Only	86922725	2/29/16	5174639	4/4/17
ORIGINATION, INC.	86921777	2/26/16	5054430	10/4/16
O2D	86921779	2/26/16	5054431	10/4/16
CHOICE ELEMENTS	85693744	8/2/12	4433613	11/12/13
GREEN ORIGINS	85631876	5/22/12	4320073	4/16/13
QUIK-MELT	85631981	5/22/12	4420580	10/22/13
ICE DISINTEGRATOR	85632004	5/22/12	4284200	1/29/13
NATURAL ORIGINS	85632111	5/22/12	4272061	1/8/13
K-SALT	85562070	3/6/12	4385664	8/13/13
BUFFERMAG	77616929	11/18/08	3639193	6/16/09

Trademarks Applications

None.