

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558386

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900521792

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Purity Organic, LLC		10/30/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Pure Capital Investment Group, LLC
Street Address:	1675 Broadway, 20th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	88203625	PURITY.ORGANIC
Serial Number:	88658340	PURITY BENEFITS
Serial Number:	88203624	PURITY
Serial Number:	88286667	PURITY FARMS
Serial Number:	88286665	PURITY SELF
Serial Number:	87546192	PURITY.ORGANIC
Serial Number:	87546190	PURITY.ORGANIC
Registration Number:	3335320	PURITY.ORGANIC
Registration Number:	3365670	PURITY.ORGANIC

CORRESPONDENCE DATA

Fax Number: 3102710775

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: 310 271 0241

Email: ccgg@ccgglaw.com

Correspondent Name: K. Pals

Address Line 1: 9111 Sunset Blvd.

Address Line 4: Los Angeles, CALIFORNIA 90069

ATTORNEY DOCKET NUMBER:	0721
NAME OF SUBMITTER:	Renee Karalian
SIGNATURE:	/Renee Karalian/
DATE SIGNED:	01/21/2020

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of October 30, 2019 (this "Trademark Security Agreement"), is made by Purity Organic, LLC, a Delaware limited liability company (the "Pledgor"), in favor of Pure Capital Investment Group, LLC, a Delaware limited liability company (the "Secured Party"), pursuant to that certain Security Agreement, dated as of October 30, 2019 (the "Security Agreement"), by and between the Pledgor and the Secured Party.

WITNESSETH:

WHEREAS, in connection with the Security Agreement, the Pledgor has agreed to grant certain security interests to the Secured Party;

NOW, THEREFORE, in consideration of the mutual promises herein, the Pledgor hereby agrees with the Secured Party as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Loan Agreement referenced therein.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Secured Party a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Pledgors (collectively, the "Trademark Collateral"):

1. all United States registered Trademarks and applications for Trademark registration of the Pledgor, listed on Schedule 1 attached hereto;
2. all Goodwill associated with such Trademarks; and
3. all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of Obligations, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released in accordance with the terms of the Security Agreement, and the Secured Party shall on the date thereof and, upon the reasonable written request by the Pledgor, at the Pledgors's sole expense, promptly execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form fully releasing the collateral

pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

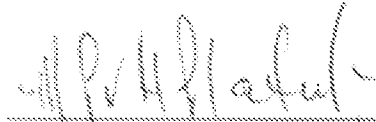
SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Choice of Law; Venue; Jury Trial Waiver. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

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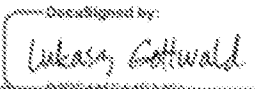
IN WITNESS WHEREOF, the Pledgor and the Secured Party have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PURITY ORGANIC, LLC, as Pledgor

By: 
Name: M. P. H. Plateriale
Title: CEO

Accepted and Agreed:

PURE CAPITAL INVESTMENT GROUP, LLC, as the Secured Party

By: 
Name: Lukasz Gottwald
Title:

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Mark	Registration No.	Registration Date	Mark Owner
PURITY.ORGANIC	3335320	Nov. 13, 2007	Purity Organic, LLC
PURITY.ORGANIC	3365670	Jan. 8, 2008	Purity Organic, LLC

United States Trademark Applications:

PURITY BENEFITS (Serial No. 88203625)

PURITY.ORGANIC (Serial No. 88658340)

PURITY (Serial No. 88203624)

PURITY FARMS (Serial No. 88286667)

PURITY SELF (Serial No. 88286665)

PURITY.ORGANIC (Serial No. 87546192)

PURITY.ORGANIC (Serial No. 87546190)