

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM571057

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PHLUR, INC.		03/17/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road		
Internal Address:	National Documentation Services, Mail Code 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	5341711	CLAREMONT	
Registration Number:	5341710	HOWL	
Registration Number:	5027984	PHLUR	
Registration Number:	5075209	GREYLOCKE	
Registration Number:	5336050		
Registration Number:	5125720	HEPCAT	
Registration Number:	5101946	HANAMI	
Registration Number:	5201073	OLMSTED & VAUX	
Registration Number:	5051557	SIANO	
Registration Number:	5138841	MOAB	
Registration Number:	5488173	SANDARA	
Registration Number:	5341878	ANNICA	
Serial Number:	88310282	S.C. 59	
Registration Number:	5774705	EXPLORE NATURALS NWES	
Serial Number:	88437956	AÑORANZA	
Serial Number:	88451332	THE GOODKIND CO.	
Registration Number:	5733401	AMÉLINE	

OP \$440.00 5341711

CORRESPONDENCE DATA**Fax Number:** 7349302494*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:** 7349302488**Email:** ipfilings@bodmanlaw.com**Correspondent Name:** Susan M. Kornfield - Bodman PLC**Address Line 1:** 201 South Division, Suite 400**Address Line 4:** Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Susan M. Kornfield
---------------------------	--------------------

SIGNATURE:	/susan m. kornfield/
-------------------	----------------------

DATE SIGNED:	04/08/2020
---------------------	------------

Total Attachments: 7

source=Phlur#page1.tif

source=Phlur#page2.tif

source=Phlur#page3.tif

source=Phlur#page4.tif

source=Phlur#page5.tif

source=Phlur#page6.tif

source=Phlur#page7.tif

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of March 17, 2020 by and between COMERICA BANK ("Bank") and PHLUR, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor, and Berry Good Labs, LLC (collectively, "Borrowers" and each, a "Borrower") (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement among Bank and Borrowers dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"), which Loan Agreement amends and restates that certain Loan and Security Agreement dated December 5, 2016 between Grantor and Bank ("Prior Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement.

B. In connection with the terms of the Prior Loan Agreement, Grantor executed an Intellectual Property Security Agreement dated December 5, 2016 (the "Prior IP Agreement") wherein Grantor granted to Bank a security interest in all of its right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the intellectual property rights (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C attached to the Prior IP Agreement).

C. The parties desire to amend and restate the Prior IP Agreement in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Borrowers and/or any of the Borrowers' obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure each Borrower's obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and any Borrower, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, 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 any of the Loan Documents, 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 the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

2400 East Cesar Chavez, Suite 320
Austin, TX 78702

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

GRANTOR:

PHLUR, INC

By: 

Title: CEO

BANK:

COMERICA BANK

By: _____

Title: _____

[Signature Page to Amended and Restated Intellectual Property Security Agreement (16161707)]

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

2400 East Cesar Chavez, Suite 320
Austin, TX 78702

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

GRANTOR:

PHLUR, INC.

By: _____

Title: _____

BANK:

COMERICA BANK

By: Stephen P. Bitter

Title: Senior Vice President

EXHIBIT A

Copyrights

None.

Bodman_16161707_3

TRADEMARK
REEL: 006911 FRAME: 0078

EXHIBIT B

Patents

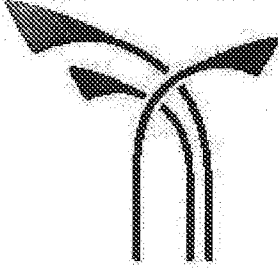

None.

Bodman_16161707_3

TRADEMARK
REEL: 006911 FRAME: 0079

EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
CLAREMONT	87/062755	6/7/16	5,341,711	11/21/17
HOWL	87/062753	6/7/16	5,341,710	11/21/17
PHLUR	86/586926	4/3/15	5,027,984	8/23/16
GREYLOCKE	86/928854	3/4/16	5,075,209	11/1/16
	86/909496	2/16/16	5,336,050	11/14/17
HEPCAT	86/901933	2/9/16	5,125,720	1/17/17
HANAMI	86/901928	2/9/16	5,101,946	12/13/16
OLMSTED & VAUX	86/901922	2/9/16	5,201,073	5/9/17
SIANO	86/892581	2/1/16	5,051,557	9/27/16
MOAB	86/892574	2/1/16	5,138,841	2/7/17
SANDARA	87/560882	8/8/17	5,488,173	6/5/18
ANNICA	87/131754	8/9/16	5,341,878	11/21/17
S.C. 59	88/310282	2/21/19	n/a	n/a
	88/176606	10/31/18	5,774,705	6/11/19
AÑORANZA	88/437956	5/20/19	n/a	n/a
THE GOODKIND CO.	88/451332	5/29/19	n/a	n/a

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
AMÉLINE	88/120561	9/17/18	5,733,401	4/23/19