

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM579910

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RELIVA, LLC		05/28/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal, as Agent		
<b>Street Address:</b>	250 Yonge Street, 11th Floor		
<b>Internal Address:</b>	c/o Agent Bank Services		
<b>City:</b>	Toronto, ON		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5B 2L7		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88259931	RELIVA	
<b>Serial Number:</b>	88259934	RELIVA CBD WELLNESS	
<b>Serial Number:</b>	88730347	R-LIVA	
<b>Serial Number:</b>	88839991	RELIVALUX	
<b>Serial Number:</b>	88634838	RLVA	
<b>Serial Number:</b>	88652901	R:LIVA	
<b>Serial Number:</b>	88634794	RLVA	
<b>Serial Number:</b>	88634820	RLVA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8324088558		
<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>			
<b>Phone:</b>	8323388090		
<b>Email:</b>	tm@fibbelightner.com		
<b>Correspondent Name:</b>	Fibbe Lightner LLP		
<b>Address Line 1:</b>	3733-1 Westheimer Road, No. 1009		
<b>Address Line 4:</b>	Houston, TEXAS 77027		
<b>NAME OF SUBMITTER:</b>	A. Reagan Fibbe		

OP \$215.00 88259931

<b>SIGNATURE:</b>	/A. Reagan Fibbe/
<b>DATE SIGNED:</b>	06/05/2020
<b>Total Attachments: 4</b> source=Notice of IP Security Interest-US [Executed - Revised]#page1.tif source=Notice of IP Security Interest-US [Executed - Revised]#page2.tif source=Notice of IP Security Interest-US [Executed - Revised]#page3.tif source=Notice of IP Security Interest-US [Executed - Revised]#page4.tif	

## NOTICE OF TRADEMARK SECURITY INTEREST

This Notice of Trademark Security Interest (this "**Notice**") is entered into and effective as of May 28, 2020, by and between **RELIVA, LLC.**, a Delaware limited liability company ("**Grantor**"), and **BANK OF MONTREAL**, in its capacity as administrative agent (together with its successors and assigns "**Grantee**") (collectively, the "**Parties**").

WHEREAS Grantor has granted to Grantee a security interest in, among other things, all right, title and interests of Grantor in and to Grantor's trademarks, including without limitation the trademark listed on Schedule A hereto, owned by Grantor (the "**Trademark**"), pursuant to that certain General Security and Pledge Agreement executed on or about the date hereof (the "**Security Agreement**"); and,

WHEREAS the Parties desire to record this Notice with the United States Patent and Trademark Office to provide third parties with notice of the grant of security interest described in the preceding paragraph above (the "**Security Interest**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties agree that this Notice may be recorded with the United States Patent and Trademark Office and such other authorities as Grantee desires to provide notice to third parties of the Security Interest granted under the Security Agreement. Notwithstanding the foregoing, nothing herein shall be deemed to supersede, nor shall anything herein be used for the purpose of interpreting, the Security Agreement, and this Notice is not intended to alter in any way the rights or obligations of the Parties set forth in the Security Agreement. For the avoidance of doubt, if the terms of this Notice conflict with the Security Agreement, the terms of the Security Agreement shall govern.

2. For the avoidance of doubt, the grant of security interest made in the Security Agreement does not include any application for registration of a trademark that would be invalidated, canceled, voided or abandoned due to the grant and/or enforcement of such security interest, including intent-to-use applications filed with the USPTO pursuant to 15 USC Section 1051(b) prior to the filing and acceptance of a statement of use or amendment to allege use pursuant to 15 USC Section 1051(c) or (d), unless and until such time that the grant and/or enforcement of the security interest will not cause such trademark to be invalidated, canceled, voided or abandoned.

3. This Notice may be executed in counterparts, each of which shall constitute an original and all of which shall, when taken together, constitute one and the same agreement, notwithstanding that all Parties may not have signed all counterparts of this Notice.


4. The Security Interest shall terminate upon the termination of the Secured Obligations (as defined in the Security Agreement).

*Remainder of page intentionally blank.  
Signature pages follow.*

IN WITNESS WHEREOF, the Grantor has entered into this Notice by and through its duly authorized representative.

**GRANTOR:**

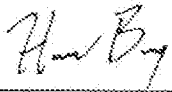
**RELIVA, LLC**

By:   
Name: Carey Squires  
Title: Vice President and Secretary

IN WITNESS WHEREOF, the Grantee has entered into this Notice by and through its duly authorized representatives.

**GRANTEE:**

**BANK OF MONTREAL**

By:   
Name: HASSAN BAIG  
Title: ASSOCIATE DIRECTOR

By:   
Name: Francois Wentzel  
Title: Managing Director

**SCHEDULE A**

**TRADEMARKS**

<b><u>Trademark Name</u></b>	<b><u>Serial Number</u></b>	<b><u>Date Filed</u></b>
RELIVA	88/259,931	2019-01-13
RELIVA CBD WELLNESS & Design	88/259,934	2019-01-13
R-LIVA* <sup>1</sup>	88/730,347	2019-12-17
RELIVALUX*	88/839,991	2020-03-19
RLVA*	88/634,838	2019-09-28
R:LIVA*	88/652,901	2019-10-14
RLVA*	88/634,794	2019-09-28
RLVA*	88/634,820	2019-09-28

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<sup>1</sup> The trademarks marked with an asterisk herein were filed on an intent-to-use basis pursuant to 15 USC Section 1051(b) and therefore constitute Excluded Property until a statement of use or amendment to allege use pursuant to 15 USC Section 1051(c) or (d), has been filed with and accepted by the USPTO.