

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM587662

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ancient Brands, LLC		07/06/2020	Limited Liability Company: FLORIDA
Ancient Brands Holdings, LLC		07/06/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	East West Bank, as Agent
Street Address:	135 N. Los Robles Ave., 3rd Floor
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	Banking Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Serial Number:	87449877	FERMENTEA
Registration Number:	4910350	MICROBIOME TRANSFORMATION SYSTEM
Registration Number:	4910349	MYCOBIOME TRANSFORMATION SYSTEM
Registration Number:	5074010	REAL OMEGA
Registration Number:	5271607	REAL PROBIOTIC
Registration Number:	5183268	ANCIENT NUTRITION
Serial Number:	87129058	BONE BROTHTEIN
Serial Number:	87129083	LIVINTAGE
Registration Number:	5449227	ANCIENT APOTHECARY
Serial Number:	87132318	ANCIENT FITNESS
Registration Number:	5766188	KETO DIGEST
Registration Number:	5766191	KETO BIOME
Registration Number:	5819855	KETO FIRE
Registration Number:	5766243	KETO FOOD
Registration Number:	5766245	KETO PROTEIN
Registration Number:	5826192	KETO FEAST
Registration Number:	5910797	KETO PH

OP \$890.00 87449877

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5766241	KETO FIBER
Registration Number:	5766242	KETO BROTH
Registration Number:	5979949	KETO COLLAGEN
Serial Number:	88308881	KETO BRAIN
Registration Number:	5917024	KETO COCOA
Registration Number:	5917026	KETO COLD BREW
Registration Number:	5917025	KETO MATCHA
Serial Number:	88308919	KETO PLANT PROTEIN
Registration Number:	5766244	KETO MULTI
Serial Number:	88126664	ANCIENT PIONEERS
Registration Number:	5707170	DR. AXE
Registration Number:	5707175	DR. AXE
Serial Number:	87748679	DR. AXE
Serial Number:	87748502	DR. AXE
Registration Number:	5210684	GET REAL
Registration Number:	5111260	DR. COLLAGEN
Serial Number:	88694609	ANCIENT NUTRITION
Serial Number:	88630145	MADE FOR LIFE

CORRESPONDENCE DATA

Fax Number: 8046982196
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: 804 775 1846
Email: edavenport@mcguirewoods.com
Correspondent Name: Stephanie A. Martinez, McGuireWoods LLP
Address Line 1: 800 East Canal Street
Address Line 4: Richmond, VIRGINIA 23219-3916

NAME OF SUBMITTER:	Stephanie A. Martinez
SIGNATURE:	/Stephanie Martinez/
DATE SIGNED:	07/21/2020

Total Attachments: 8
source=EWB-Ancient Brands - Trademark Security Agreement 7-14-20#page1.tif
source=EWB-Ancient Brands - Trademark Security Agreement 7-14-20#page2.tif
source=EWB-Ancient Brands - Trademark Security Agreement 7-14-20#page3.tif
source=EWB-Ancient Brands - Trademark Security Agreement 7-14-20#page4.tif
source=EWB-Ancient Brands - Trademark Security Agreement 7-14-20#page5.tif
source=EWB-Ancient Brands - Trademark Security Agreement 7-14-20#page6.tif
source=EWB-Ancient Brands - Trademark Security Agreement 7-14-20#page7.tif
source=EWB-Ancient Brands - Trademark Security Agreement 7-14-20#page8.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of July 6, 2020 (the “**Effective Date**”) by ANCIENT BRANDS, LLC, a Florida limited liability company (the “**Borrower**”), ANCIENT BRANDS HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**” together with the Borrower, the “**Grantors**” and each a “**Grantor**”) in favor of East West Bank for the benefit of the several banks and other lenders (the “**Lenders**”) from time to time party to the Credit Agreement (in such capacity, the “**Agent**”) (as defined in the Credit Agreement or the Guarantee and Security Agreement as applicable in each case as referred to below).

RECITALS:

WHEREAS, reference is made to that certain Guarantee and Security Agreement, dated as of July 6, 2020 (as it may be amended, restated, supplemented, extended or otherwise modified from time to time, the “**Guarantee and Security Agreement**”), between the Grantors and the Agent and that certain Credit Agreement, dated as of July 6, 2020 (as it may be amended, restated, supplemented, extended, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), between the Borrower, Holdings, the Lenders, and the Agent; and

WHEREAS, under the terms of the Guarantee and Security Agreement, the Grantors have (i) as collateral security for the Obligations, granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantors’ rights, title and interest in, to and under the Collateral (as defined in the Guarantee and Security Agreement), including, without limitation, certain intellectual property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the promises and the agreements, provisions and covenants herein contained, the Grantors and the Agent agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

2. Grant of Security. As collateral security for the Obligations, the Grantors hereby grant to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantors’ rights, title and interest in, to and under the following:

(1) all trademarks, trademark registrations, trade names, trademark applications, service marks, business names, fictitious business names, trade styles, trade dress, designs, logos and other source or business identifiers, all registrations thereof, and all registration and recording applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule 1 (collectively, “**Trademark(s)**”), (2) all income, royalties, damages and payments now and hereafter due and/or payable with respect to any Trademark, including damages and

payments for past, present or future infringements thereof, (3) rights to sue for past, present and future infringements of any Trademark, (4) rights corresponding to any Trademark throughout the world, (5) renewals and proceeds of any of the foregoing, and (6) all goodwill associated with or symbolized by the Trademarks.

3. Recordation. The Grantors authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Governing Law. This Agreement and the rights and obligations of the Grantors hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Guarantee and Security Agreement or the Credit Agreement, the provisions of the Guarantee and Security Agreement or the Credit Agreement shall govern.

7. Integration. Any amendment and supplement of this Agreement shall come into force only after a written agreement is signed by each party hereto. The amendment and supplement duly executed by each party hereto shall be part of this Agreement and shall have the same legal effect as this Agreement.

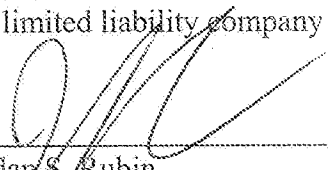
[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantors and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the Effective Date.

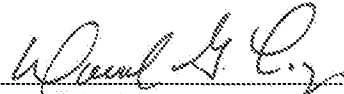
ANCIENT BRANDS, LLC,
a Florida limited liability company

By: 
Name: Jordan S. Rubin
Title: Chief Executive Officer

ANCIENT BRANDS HOLDINGS, LLC,
a Delaware limited liability company

By: 
Name: Jordan S. Rubin
Title: Manager

EAST WEST BANK, as Agent

By: 

Name: David Ligon

Title: Managing Director -- Capital Markets

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

A. US Trademarks

Trademark	Application No./ Registration No.	Application Date/ Registration Date	Status	Owner
FERMENTEA	87449877	05/15/2017	Pending	Ancient Brands, LLC
MICROBIOME TRANSFORMATION SYSTEM	86536830 4910350	02/17/2015 03/1/2016	Registered	Functional Fungi, LLC
MYCOBIOME TRANSFORMATION SYSTEM	86536815 4910349	02/17/2015 11/25/2015	Registered	Functional Fungi, LLC
REAL OMEGA	86537014 5074010	02/17/2015 11/1/2016	Registered	Functional Fungi, LLC
REAL PROBIOTIC	86536877 5271607	02/17/2015 08/22/2017	Registered	Functional Fungi, LLC
ANCIENT NUTRITION	86981810 5183268	03/08/2016 04/11/2017	Registered	Ancient Brands, LLC
BONE BROTHEIN	87129058	08/05/2016	Pending	Ancient Brands, LLC
LIVINTAGE	87129083	08/05/2016	Pending	Ancient Brands, LLC
ANCIENT APOTHECARY	87129110 5449227	08/05/2016 04/17/2018	Registered	Ancient Nutrition Holdings, LLC
ANCIENT FITNESS	87132318	08/09/2016	Pending	Ancient Brands, LLC
KETO DIGEST	88245981 5766188	12/31/2018 05/28/2019	Registered	Ancient Brands, LLC
KETO BIOME	88247256 5766191	01/02/2019 05/28/2019	Registered	Ancient Brands, LLC
KETO FIRE	88235686 5819855	12/19/2018 07/30/2019	Registered	Ancient Brands, LLC
KETO FOOD	88308714 5766243	02/20/2019 05/28/2019	Registered	Ancient Brands, LLC
KETO PROTEIN	88308855 5766245	02/20/2019 05/28/2019	Registered	Ancient Brands, LLC
KETO FEAST	88245940 5826192	12/31/2018 08/06/2019	Registered	Ancient Brands, LLC
KETO PH	88267470 5910797	01/18/2019 11/12/2019	Registered	Ancient Brands, LLC
KETO FIBER	88308558 5766241	02/20/2019 05/28/2019	Registered	Ancient Brands, LLC

KETO BROTH	88308596 5766242	02/20/2019 05/28/2019	Registered	Ancient Brands, LLC
KETO COLLAGEN	88308622 5979949	02/20/2019 02/04/2020	Registered	Ancient Brands, LLC
KETO BRAIN	88308881	02/20/2019	Pending	Ancient Brands, LLC
KETO COCOA	88308951 5917024	02/20/2019 11/19/2019	Registered	Ancient Brands, LLC
KETO COLD BREW	88309013 5917026	02/20/2019 11/19/2019	Registered	Ancient Brands, LLC
KETO MATCHA	88308987 5917025	02/20/2019 11/19/2019	Registered	Ancient Brands, LLC
KETO PLANT PROTEIN	88308919	02/20/2019	Pending	Ancient Brands, LLC
KETO MULTI	88308759 5766244	02/20/2019 05/28/2019	Registered	Ancient Brands, LLC
ANCIENT PIONEERS	88126664	09/21/2018	Pending	Ancient Brands, LLC
DR. AXE	87745147 5707170	01/05/2018 03/26/2019	Registered	Ancient Brands, LLC
DR. AXE	87746826 5707175	01/08/2019 03/26/2019	Registered	Ancient Brands, LLC
DR. AXE	87748679	01/09/2018	Pending	Ancient Brands, LLC
DR. AXE	87748502	01/09/2018	Pending	Ancient Brands, LLC
GET REAL	86981920 5210684	12/10/2015 05/23/2017	Registered	Functional Fungi, LLC
DR. COLLAGEN	86923421 5111260	02/29/2016 12/27/2016	Registered	Functional Fungi, LLC
ANCIENT NUTRITION	88694609	11/15/2019	Pending	Ancient Brands, LLC
MADE FOR LIFE	88630145	09/25/2019	Pending	Ancient Brands, LLC

B. Foreign Trademarks

Trademark	Country	Registration No./Application No.	Application Date/Registration Date	Status	Owner
Ancient Nutrition (in Mandarin characters with transliteration)	China	32403069/324403068	07/23/2018 07/07/2019	Registered	Ancient Brands, LLC
Dr. Axe (in Mandarin characters with transliteration)	China	32403077/ 32403076/ 32403075/ 32403074/ 32403072/ 32403070 registrations 294660413, 294660414, and 294660415	07/23/2018 07/07/2019	Registered	Ancient Brands, LLC
ANCIENT NUTRITION, ANCIENT NUTRITION and DES and DR. AXE	Hong Kong	304451850/304451878	07/19/2018	Registered	Ancient Brands, LLC
ANCIENT NUTRITION, ANCIENT NUTRITION and DESIGN, and DR. AXE	Singapore	40201803804T/40201803805S/ 40201803806V	03/01/2018	Registered	Ancient Brands, LLC
ANCIENT NUTRITION, ANCIENT NUTRITION and DESIGN, and DR. AXE	Japan	JP6111101/JP611102/JP611110 3	12/28/2018	Registered	Ancient Brands, LLC
ANCIENT NUTRITION and DESIGN, and DR. AXE	South Korea	40-1486529/40-1462928/40- 1519776	04/11/2019/ 03/28/2019/ 09/10/2019	Registered	Ancient Brands, LLC
ANCIENT NUTRITION and DESIGN, and DR. AXE	Thailand	180107052 180107053	2018/2019 2018/2019	Pending; issued, and reg'n expected in 2020	Ancient Brands, LLC

ANCIENT NUTRITION, ANCIENT NUTRITION and DESIGN, DR. AXE	Malaysia	2018054340 2018054342 2018054346 2018054336 2018054337 2018054358	2018 2018 2018 2018 2018 2018	Pending	Ancient Brands, LLC
ANCIENT NUTRITION, ANCIENT NUTRITION and DESIGN, and DR. AXE	Macau	136394/136395 136,397/136,398 136396/136399	12/11/2018 12/29/2018 03/11/2019	Registered	Ancient Brands, LLC
ANCIENT PIONEERS	China	29487556	03/08/18	Pending	Ancient Brands, LLC
ANCIENT NUTRITION	Canada	1989761	10/10/19	Pending	Ancient Brands, LLC
ANCIENT NUTRITION	Taiwan	02012432 02012433 02012434	2018 2018 2018		Ancient Brands, LLC