

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM596286

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	Security Agreement
<b>RESUBMIT DOCUMENT ID:</b>	900563121

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LONGRUN LLC		07/29/2020	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Merchant Financial Corporation
<b>Street Address:</b>	1441 Broadway
<b>Internal Address:</b>	22nd Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10018
<b>Entity Type:</b>	Corporation: CONNECTICUT

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	88978363	SATED.
Serial Number:	88410867	SATED.
Serial Number:	87879983	SATED
Serial Number:	88420894	S.
Serial Number:	88157433	WONDROSE
Serial Number:	88420815	WONDROSE
Serial Number:	88420841	MADE WITH WONDROSE THE HEALTHY ALTERNATI
Serial Number:	88499135	KETO AND CO
Serial Number:	88499070	KETO AND CO
Serial Number:	88410892	TRULY ZERO
Serial Number:	87316078	KETO APPROVED
Serial Number:	87315808	CERTIFIED KETO
Serial Number:	87326776	TRUE NET CARBS

## CORRESPONDENCE DATA

Fax Number: 8009144240

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

TRADEMARK

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

**Phone:** 8007130755  
**Email:** james.murray@wolterskluwer.com  
**Correspondent Name:** CT Corporation  
**Address Line 1:** 4400 Easton Commons Way  
**Address Line 2:** Suite 125  
**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Leslie Kirsner
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<b>SIGNATURE:</b>	/Leslie Kirsner/
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<b>DATE SIGNED:</b>	09/08/2020
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**Total Attachments: 6**

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## GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Assignment"), dated as of 7/29/2020, by the undersigned (the "Grantor"), in favor of MERCHANT FINANCIAL CORPORATION (the "Lender").

### WITNESSETH:

WHEREAS, reference is made to that certain Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), between Grantor and Lender.

WHEREAS, Grantor is required to execute and deliver to the Lender this Trademark Assignment.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and in the Loan Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As security for the payment and performance in full of the Grantor's Liabilities, Grantor hereby grants to the Lender and its successors and assigns, a continuing lien on and security interest in all of such Grantor's right, title and interest in, to and under any trademarks and licenses with respect to trademarks constituting Collateral owned by Grantor, along with all goodwill associated therewith (collectively, the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising and wherever located, including all trademarks set forth in Schedule I, provided that no lien or security interest shall be granted on any trademark or service mark consisting of an "intent to use" application until such time as an amendment to allege use in respect thereof has been accepted by the United States Patent and Trademark Office.

3. SECURITY AGREEMENT. The liens and security interests granted pursuant to this Trademark Assignment are granted in furtherance, and not in limitation, of the liens and security interests granted to the Lender, as security for the payment and performance in full of the Grantor's Liabilities, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the liens on and security interests in the Trademark Collateral granted hereby are more fully set forth in the Loan 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 Assignment conflicts with the Loan Agreement, the provisions of the Loan Agreement shall control.

4. COUNTERPARTS. This Trademark Assignment may be executed in any number of 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 Trademark Assignment by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

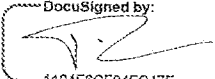
5. TERMINATION OR RELEASE. This Trademark Assignment shall terminate and the liens and security interests granted hereby shall be automatically released upon termination of the Loan Agreement.

6. GOVERNING LAW. THIS TRADEMARK ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

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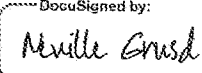
IN WITNESS WHEREOF, Grantor has caused this Trademark Assignment to be executed and delivered by its duly authorized officer as of the date first set forth above.

LONGRUN LLC, as Grantor

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Richard Ted Tieken  
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

MERCHANT FINANCIAL CORPORATION,  
as Lender

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Neville Grusd  
Title: President

SCHEDULE I  
to  
TRADEMARK ASSIGNMENT

TRADEMARK APPLICATIONS AND REGISTRATIONS

Trademarks	Serial Number	Filing Date
SATED.	88978363	May 1, 2019
SATED.	88410867	May 1, 2019
SATED.	87879983	April 17, 2018
S.	88420894	May 8, 2019
WONDROSE	88157433	October 16, 2018
WONDROSE	88420815	May 8, 2019
MADE WITH WONDROSE THE HEALTHY ALTERNATIVE TO SUGAR	88420841	May 8, 2019
KETO AND CO	88499135	July 3, 2019
KETO AND CO	88499070	July 3, 2019
TRULY ZERO	88410892	May 1, 2019
KETO APPROVED	87316078	January 27, 2017
CERTIFIED KETO	87315808	January 27, 2017
TRUE NET CARBS	87326776	February 7, 2017

Schedule I