

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM595588

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HealthiNation Inc.		09/02/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AVIDBANK		
Street Address:	1732 N. 1st Street, 6th Floor		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95112		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4059745	FOOD RESCUE	
Registration Number:	3671042	HEALTHINATION	
Registration Number:	3604489	HEALTHINATION	
Registration Number:	4136013	HEALTHYNATION	
Registration Number:	4050096	HEALTHYNATION	
Registration Number:	4046198	HEALTHINATION	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 MIDDLEFIELD RD., #215		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	09/02/2020		
Total Attachments: 6			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 2, 2020 by and between **HealthiNation Inc.**, a Delaware corporation (“**Grantor**”) and **Avidbank**, a California corporation (“**Bank**”).

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of the date hereof and as amended from time to time (the “**Loan Agreement**”). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in all of Grantor’s right title, and interest in, to and under all of the Intellectual Property included as part of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor’s obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor’s right, title and interest in Grantor’s owned Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement and is subject to terms, obligations, rights, remedies and limitations set forth therein. Each of the Grantor and the Bank hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Collateral are as set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Patents, Trademarks and Copyrights in connection to which Grantor, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Copyrights, Patents or Trademarks which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Patents, Trademarks or Copyrights.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

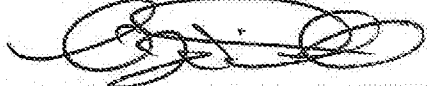
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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

132 W. 31st Street, 3rd Floor
New York, NY 10001
Attn: Michael O'Donnell, CEO

HEALTHINATION INC.

By: 
Print Name: Michael J. O'Donnell
Title: CEO

Address of Bank:

1732 N. 1st Street, 6th Floor
San Jose, CA 95112
Attn: Diana Mattson
Fax: 408-200-7399

AVIDBANK

By: _____
Print Name: _____
Title: _____

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Address of Grantor:

132 W. 31st Street, 3rd Floor
New York, NY 10001
Attn: Michael O'Donnell, CEO

HEALTHINATION INC.

By: _____

Print Name: _____

Title: _____

Address of Bank:

1732 N. 1st Street, 6th Floor
San Jose, CA 95112
Attn: Diana Mattson
Fax: 408-200-7399

AVIDBANK

By: *Diana Mattson*

Print Name: DIANA MATTSON

Title: VP

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

Title	Registration Number	Registration Date
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EXHIBIT B

Patents

Please Check Box if No Patents Exist

Title	Application Number / Patent Number	Application Date / Issue Date
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EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date/ Registration Date</u>
FOOD RESCUE	85294807	4059745	November 22, 2011
FOOD RESCUE	85294804		*
KITCHEN CRASHERS	85217672		*
HEALTHINATION	78828957	3671042	August 18, 2009
HEALTHINATION	78907129	3604489	April 7, 2009
HEALTHYNATION	78920736	4136012	*
HEALTHYNATION	78920744	4136013	May 1, 2012
HEALTHYNATION	78920727	4050096	November 1, 2011
HEALTHINATION	78920723	4046198	October, 25, 2011
LEARN.SHARE.CONNECT.	78920740	3393365	*
LEARN.SHARE.CONNECT.	78920751	3370791	*
LEARN.SHARE.CONNECT.	78920729		*
HEALTH MADE EASIER	77808916		*

* — indicates dead, abandoned or cancelled trademark