

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM599367

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GALAXY NUTRITIONAL FOODS, INC.		09/20/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PIVOT FINANCIAL INC.		
<b>Street Address:</b>	25 Price Street		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M4W 1Z1		
<b>Entity Type:</b>	Corporation: ONTARIO		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2314619	G	
<b>Registration Number:</b>	2641674	VEGGIE SLICES	
<b>Registration Number:</b>	2560390	GALAXY NUTRITIONAL FOODS	
<b>Registration Number:</b>	2577980	GALAXY NUTRITIONAL FOODS	
<b>Registration Number:</b>	2731446	GALAXY NUTRITIONAL FOODS VEGGIE	
<b>Registration Number:</b>	2936692	GALAXY NUTRITIONAL FOODS	
<b>Registration Number:</b>	3007639	GALAXY NUTRITIONAL FOODS	
<b>Registration Number:</b>	2955373	G GALAXY NUTRITIONAL FOODS	
<b>Registration Number:</b>	2907061	GALAXY NUTRITIONAL FOODS	
<b>Registration Number:</b>	2936693	G	
<b>Registration Number:</b>	2936694	G	
<b>Registration Number:</b>	3367052	WHOLESOME VALLEY	
<b>Registration Number:</b>	3386762	WHOLESOME VALLEY ORGANIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	800-713-0755		
<b>Email:</b>	james.murray@wolterskluwer.com		
<b>TRADEMARK</b>			

OP \$340.00 2314619

**Correspondent Name:** CT Corporation  
**Address Line 1:** 4400 Easton Commons Way  
**Address Line 2:** Suite 125  
**Address Line 4:** Columbus, OHIO 43219

**NAME OF SUBMITTER:** Leslie Kirsner

**SIGNATURE:** /Leslie Kirsner/

**DATE SIGNED:** 09/24/2020

**Total Attachments: 9**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**  
GALAXY NUTRITIONAL FOODS, INC.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) September 20, 2020

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: PIVOT FINANCIAL INC.

Internal

Address: \_\_\_\_\_

Street Address: 25 Price Street

City: Toronto

State: Province of Ontario

Country: Canada Zip: M4W 1Z1

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Province of Ontario, Canada
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

See Exhibit I attached

B. Trademark Registration No.(s)

See Exhibit I attached

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Leslie Kirsner c/o Hahn & Hessen LLP

Internal Address: \_\_\_\_\_

Street Address: 488 Madison Avenue

City: New York

State: New York Zip: 10018

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:**

13

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

September 24, 2020

Date

Leslie Kirsner

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, is entered into this 22nd day of September, 2020 (the "Agreement") by and between GALAXY NUTRITIONAL FOODS, INC., a Delaware corporation (the "Grantor") and PIVOT FINANCIAL INC. (the "Secured Party").

### RECITALS

WHEREAS, Greenspace Brands Inc., an Ontario, Canada corporation ("Parent") and the Secured Party are entering into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Secured Party has agreed to extend credit to Parent; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement.

WHEREAS, Grantor, The Cold Press Corp., an Ontario, Canada corporation ("Cold Press"), Central Roast Inc., an Ontario, Canada corporation ("Central Roast"), and Love Child (Brands) Inc., a British Columbia, Canada corporation ("Love Child" and, together with Galaxy, Cold Press and Central Roast, the "Sellers"), as sellers, and the Secured Party, as purchaser, are entering into that certain Master Factoring Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "MFA"), pursuant to which the Secured Party has agreed to provide a factoring facility to the Sellers.

WHEREAS, Grantor is entering into that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which, Grantor has granted Secured Party a security interest in, among other property, all of the Grantor's intellectual property.

WHEREAS, this Agreement is executed for the purpose of pledging Grantor's intellectual property as security for the Obligations of the Grantor owed Secured Party under the Credit Agreement, the Security Agreement and the other Loan Documents.

1. Grant of Security Interest. The Grantor hereby grants to Secured Party a security interest in and lien on all of the intellectual property assets owned by the Grantor, including without limitation all patents, trademarks, and copyrights set forth in **Exhibit 1**, attached hereto and incorporated herein by reference, wherever located and whether now owned or hereafter acquired, all source code associated with such intellectual property, all goodwill of the business of the Grantor connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property, and all parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto) in any form and wherever located, and all written or electronically recorded books and records relating to any such assets and other rights relating thereto, wherever located and whether now owned or hereafter acquired (collectively, the "IP Collateral").

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Secured Party.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. If there is a conflict between the definitions, terms or provisions of this Agreement and the Security Agreement, the applicable definitions, terms or provisions of the Security Agreement shall control. The rights and remedies of Secured Party with respect to the IP Collateral are as provided by the Security Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in 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 to 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. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

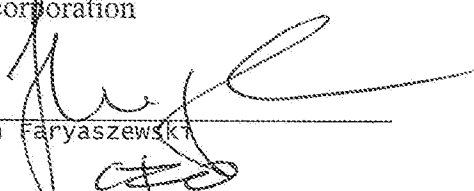
6. Governing Law. Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**GRANTOR:**

GALAXY NUTRITIONAL FOODS, INC., a  
Delaware corporation

By:   
Name: Jan Faryaszewski  
Title:

Agreed and accepted:

**SECURED PARTY:**

PIVOT FINANCIAL INC.

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**GRANTOR:**

GALAXY NUTRITIONAL FOODS, INC., a  
Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

Agreed and accepted:

**SECURED PARTY:**

PIVOT FINANCIAL INC.

By: Dan Flaro  
Name: Dan Flaro  
Title: President

**EXHIBIT 1**

List of Patents, Trademarks, and Copyrights

**TRADEMARKS (CANADA)**

Type of Intellectual Property	Description	Application Number	Registration Number
Trademark	GALAXY NURTRITIONAL FOODS & DESIGN	1290012	TMA744825
Trademark	GALAXY NUTRITIONAL FOODS RICE	1290016	TMA743338
Trademark	GO VEGGIE!	1570959	TMA898168
Trademark	GET UP AND GO VEGGIE!	1656746	TMA897492
Trademark	EAT SMART, LIVE HAPPY, GO VEGGIE!	1656749	TMA897493
Trademark	GALAXY NUTRITIONAL FOODS VEGGY & DESIGN	1290013	TMA743321
Trademark	GALAXY NUTRITIONAL FOODS VEGAN & DESIGN	1290014	TMA743328
Trademark	GALAXY NUTRITIONAL FOODS VEGGIE & DESIGN	1293670	TMA729738

**TRADEMARKS (USA)**


Type of Intellectual Property	Description	Serial Number	Registration Number
Trademark		75643989	2314619
Trademark	VEGGIE SLICES	76047340	2641674
Trademark	GALAXY NUTRITIONAL FOODS	76204596	2560390
Trademark	GALAXY NUTRITIONAL FOODS	76204966	2577980

Exhibit 1



Trademark 76367873 2731446



Trademark GALAXY NUTRITIONAL FOODS 76491197 2936692

Trademark 76491198 3007639



Trademark 76491199 2955373



Trademark GALAXY NUTRITIONAL FOODS 76491272 2907061

Trademark 76491273 2936693



Trademark 76491274 2936694



Trademark WHOLESOME VALLEY 78884769 3367052

Trademark WHOLESOME VALLEY ORGANIC 78884808 3386762

**PATENTS**

None

Exhibit 1

**COPYRIGHTS**

None

Exhibit 1

WSLEGAL\086155\00014\25610161v1

**RECORDED: 09/24/2020**

**TRADEMARK  
REEL: 007060 FRAME: 0601**