

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM606875

<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>
P3 PURE LLC		11/03/2020	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MONTGOMERY CAPITAL PARTNERS III, LP		
<b>Street Address:</b>	2500 Dallas Parkway		
<b>Internal Address:</b>	Suite 533		
<b>City:</b>	Plano		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75093		
<b>Entity Type:</b>	Limited Partnership: TEXAS		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88258515		
<b>Serial Number:</b>	88455184	PRETTY FRANK	
<b>Serial Number:</b>	86882757	P3 PURE	
<b>Serial Number:</b>	86854207	P3	
<b>Serial Number:</b>	86372327	HAPPY PITS	
<b>Serial Number:</b>	86372292	MOOD MIST	
<b>Serial Number:</b>	86372160	TOUGH TEETH	
<b>Serial Number:</b>	86320024	PRIMAL PIT PASTE	
<b>Serial Number:</b>	86256481	PIT PUMP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2146926255		
<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>	2146926200		
<b>Email:</b>	wptrademarks@wickphillips.com		
<b>Correspondent Name:</b>	Isaac Brown		
<b>Address Line 1:</b>	3131 McKinney Avenue		
<b>Address Line 4:</b>	Dallas, TEXAS 75204		

OP \$240.00 88258515

<b>ATTORNEY DOCKET NUMBER:</b>	6939.04
<b>NAME OF SUBMITTER:</b>	Isaac Brown
<b>SIGNATURE:</b>	/Isaac Brown/
<b>DATE SIGNED:</b>	11/04/2020
<b>Total Attachments: 3</b> source=EXECUTED - IP Security Agreement - MCP III - P3 Pure LLC - 11-03-2020#page1.tif source=EXECUTED - IP Security Agreement - MCP III - P3 Pure LLC - 11-03-2020#page2.tif source=EXECUTED - IP Security Agreement - MCP III - P3 Pure LLC - 11-03-2020#page3.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), is executed as of November 3, 2020, by P3 PURE LLC, a Florida limited liability company (together with its permitted successors and assigns, the “Company”), in favor of MONTGOMERY CAPITAL PARTNERS III, LP, a Texas limited partnership (the “Secured Party”).

### Recitals

A. Reference is made to that certain Loan and Security Agreement of even date herewith (as amended, restated modified or otherwise supplemented from time to time, the “Security Agreement”), executed by and among the Company and the Secured Party; and

B. The Company owns the registered copyrights, trademarks and applications therefor more particularly described on Schedule A annexed hereto as part hereof (collectively, the “Intellectual Property”).

### Agreement

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Company does hereby further grant to Secured Party a security interest in the Intellectual Property to secure the prompt payment, performance and observance of the Indebtedness, as defined in the Security Agreement.

1. The Company hereby represents that Schedule A hereto contains a complete list, as of the date hereof, of registrations or applications for registration of copyrights, trademarks, or patents in or to which the Company has any right, title, interest, claim or demand. After the date hereof, the Company shall provide the Secured Party with prompt written notice of any addition or change to Schedule A necessary to maintain the completeness or accuracy of such schedule. The Company shall execute any amendments, supplements or restatements of this Agreement as the Secured Party may reasonably request in order to perfect or maintain the Secured Party’s lien in the Intellectual Property.

2. The Company hereby grants to the Secured Party a security interest to secure the prompt payment, performance and observance of the Indebtedness, in all right, title and interest of the Company in and to all Intellectual Property, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Promissory Note of even date herewith, executed by the Company in favor of the Secured Party.

3. The Company does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Intellectual Property granted hereby are more fully set forth in the Security Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed as of the day and year first written above.

COMPANY:

P3 PURE LLC

By: *Amy Perez*  
Name: Amy Perez  
Title: CEO / Founder

[Intellectual Property Security Agreement]

TRADEMARK  
REEL: 007096 FRAME: 0060

SCHEDULE A

**TRADEMARKS**

<b>Serial No</b>	<b>Reg. No</b>	<b>Mark</b>	<b>Live/Dead</b>	<b>Renewal Window</b>
88258515	5820489	Logo	LIVE	July 30, 2024 - July 30, 2025
88455184	6054887	PRETTY FRANK	LIVE	May 12, 2025 - May 12, 2026
86882757	5396954	P3 PURE	LIVE	Feb 6, 2023 - Feb 6, 2024
86854207	5470076	P3	LIVE	May 15, 2023 - May 15, 2024
86372327	4814480	HAPPY PITS	LIVE	Sept 22, 2020 - Sept 22, 2021
86372292	4819475	MOOD MIST	LIVE	Sept 22, 2020 - Sept 22, 2021
86372160	4814479	TOUGH TEETH	LIVE	Sept. 15, 2020 - Sept. 15, 2021
86320024	4806594	PRIMAL PIT PASTE	LIVE	Sept 8, 2020 -Sept 8, 2021
86256481	4765688	PIT PUMP	LIVE	June 30, 2020 - June 30, 2021

**REGISTERED COPYRIGHTS**

None.