

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607414

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IPEC PERFECT CREATION, LLC		10/30/2020	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	UNIVEST BANK AND TRUST CO.		
Street Address:	14 N. Main Street		
City:	Souderton		
State/Country:	PENNSYLVANIA		
Postal Code:	18964		
Entity Type:	National Banking Association: PENNSYLVANIA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5166342	IPEC	
Registration Number:	5180346	LIVE LEAD PLAY MAKE A DIFFERENCE ON AN E	
Registration Number:	5542577	ONE IDEA AWAY	
Registration Number:	5612057	IPEC	
Registration Number:	5611443	ONE IDEA AWAY	
Registration Number:	5643432	ONE IDEA AWAY	
Registration Number:	5708893	ENERGY LEADERSHIP INDEX	
Registration Number:	6070643	UNCOVERING THE LIFE OF YOUR DREAMS	
Registration Number:	3692270	LAW OF BEING	
Registration Number:	3692269	ENERGY LEADERSHIP	
CORRESPONDENCE DATA			
Fax Number:	6106401965		
<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:	6106405800		
Email:	trademarks@stradley.com		
Correspondent Name:	Stradley Ronon Stevens & Young, LLP		
Address Line 1:	Donna Marie Davidson		
Address Line 2:	30 Valley Stream Parkway		

CH \$265.00 5166342

Address Line 4: Malvern, PENNSYLVANIA 19355

ATTORNEY DOCKET NUMBER: 183444-0114

NAME OF SUBMITTER: Donna Marie Davidson

SIGNATURE: /Donna Marie Davidson/

DATE SIGNED: 11/06/2020

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Security Agreement”) is made effective as of the 30th day of October, 2020, by and among IPEC ACQUISITION COMPANY, INC., a Delaware corporation, IPEC PERFECT CREATION, LLC, a New Jersey limited liability company (jointly, severally and collectively, “Assignor”), and UNIVEST BANK AND TRUST CO. (“Bank”).

BACKGROUND

A. In accordance with the terms of that certain Loan and Security Agreement, dated as of the date hereof, by and between Assignor and Bank (as the same may be amended, modified, supplemented, extended and/or renewed, the “Loan Agreement”), Bank agreed, *inter alia*, to extend to Assignor the credit facilities described therein.

B. In connection with the Loan Agreement, Assignor desires to grant to Bank a security interest in all of Assignor’s assets, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, servicemark and trademark applications, tradenames, goodwill, copyrights and licenses.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor agrees as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

2. **Security Interest.**

(a) **Security Interest in Patents, Copyrights and Licenses.** To secure the complete and timely payment and satisfaction of all Bank Indebtedness, Assignor hereby collaterally assigns, mortgages, pledges and grants to Bank a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of Assignor’s right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively, with items named in **Section 2(b)**, the “Collateral”):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on **Exhibit “A”**, attached hereto and made a part hereof, and (A) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in **clauses (A)** through **(D)**, are sometimes hereinafter individually and/or collectively referred to as the “Patents”);

(ii) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on **Exhibit "B"** attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (C) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "**Copyrights**");

(iii) license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Exhibit "C"** attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "**Licenses**");

(iv) all proceeds and products of the foregoing, including, without limitation all payment under insurance or any indemnity or warranty payable in respect of the foregoing.

(b) **Security Interest in Trademarks**. To secure the complete and timely payment and satisfaction of all Bank Indebtedness, Assignor hereby mortgages, pledges and grants to Bank a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed: (i) servicemarks, trademarks, servicemark and trademark registrations, tradenames, servicemark and trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks and applications listed on **Exhibit "D"**, attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, (D) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, servicemark and tradenames and applications together with the items described in **clauses (A) through (D)**, are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"), and (ii) all proceeds and products of the foregoing, including, without limitation all payment under insurance or any indemnity or warranty payable in respect of the foregoing.

Notwithstanding the foregoing, the Collateral shall not include any United States intent to use trademark application to the extent that, and only during the period in which, the grant of a Lien therein would impair the validity or enforceability of such intent-to-use trademark application under Applicable Laws, provided that, upon submission and acceptance in the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall constitute Collateral.

3. **Restrictions on Future Agreements.** Assignor agrees that until all Bank Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor will not, without Bank's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Assignor's obligations under this Security Agreement or the Loan Agreement, and Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Bank under this Security Agreement.

4. **New Patents, Trademarks, and Licenses.** Assignor represents and warrants that the Patents, Copyrights, Licenses and Trademarks listed on **Exhibits "A", "B", "C" and "D"**, respectively, constitute all of the Patents, Copyrights, and Trademarks now owned by Assignor that are the subject of a government issued registration or pending application for a government issued registration, and all of the Licenses now owned by Assignor, excluding any licenses that are entered into for third party software in the ordinary course of Borrower's business operations. If, before all Bank Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor shall (a) obtain rights to any new patentable inventions, trademarks, servicemarks, trademark registrations, tradenames, copyrights or licenses, or (b) become entitled to the benefit of any patent or trademark or copyright application, trademark, trademark registration, servicemark, tradename, copyright or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Section 2** shall automatically apply thereto and Assignor shall give to Bank prompt written notice thereof. Assignor hereby authorizes Bank to modify this Security Agreement by amending **Exhibit "A", "B", "C" and/or "D"**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, servicemarks, trademark applications, tradenames, copyrights and licenses which are Patents, Copyrights, Licenses or Trademarks, as applicable, under **Section 2** or under this **Section 4**. Assignor hereby agrees to provide to Bank such assignment or other documentation as Bank may request to record Bank's lien on such future Patents, Copyrights, Licenses or Trademarks.

5. **Royalties; Term.** Assignor hereby agrees that the use by Bank after the occurrence of an Event of Default of all Patents, Copyrights, Licenses and Trademarks as described herein (except for any Intellectual Property Licenses which by their terms or under Applicable Laws prohibit such usage or benefit by Bank) shall be worldwide and without any liability for royalties or other related charges from Bank to Assignor (to the extent owned by Assignor or licensed to Assignor under a license agreement that permits such use by Bank). The term of the security interest granted herein shall extend until the earlier of (a) the expiration of each of the respective Patents, Copyrights, Licenses and Trademarks assigned hereunder, or (b) the date on which all Bank Indebtedness has been paid in full and the Loan Agreement is terminated.

6. **Further Agreements.** Assignor agrees (a) not to sell or assign its interest in, or grant any license under, the Patents, Copyrights, Licenses or Trademarks, without the prior written consent

of Bank; (b) to maintain the quality of any and all products in connection with which the Trademarks and/or Copyrights are used, consistent with quality of said products as of the date hereof; (c) not to adversely change the quality of said products without Bank's express written consent; and (d) to provide Bank, upon its request, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing.

7. **Termination.** This Security Agreement is made for collateral purposes only. Upon payment in full of all Bank Indebtedness and termination of the Loan Agreement, Bank shall execute and deliver to Assignor a termination of Bank's security interest granted herein and all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Copyrights, Licenses and Trademarks, subject to any disposition thereof which may have been made by Bank pursuant hereto.

8. **Intentionally omitted.**

9. **Event of Default.** Upon the occurrence of an Event of Default, Bank may, without further notice to or consent of Assignor, and in addition to all other rights and remedies available to Bank, immediately record all assignments previously executed and delivered to Bank by Assignor and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Bank by Assignor of all rights, title and interest of Assignor, in and to the Collateral. Assignor hereby authorizes and agrees that Bank may, through the power of attorney granted in **Section 14** hereof, upon the occurrence of an Event of Default irrevocably execute and deliver in Assignor's name any and all such assignments and agreements and to take any and all other actions in Assignor's name as Bank shall deem reasonable or appropriate to transfer and convey all right, title and interest of Assignor in and to the Collateral to Bank or any other person or entity selected by Bank.

10. **Bank's Right to Sue.** Upon the occurrence of an Event of Default, Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses, Patents, Copyrights and/or Trademarks, and any licenses thereunder, and, if Bank shall commence any such suit, Assignor shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents required by Bank in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Bank for all costs and expenses incurred by Bank in the exercise of its rights under this **Section 10** in accordance with **Section 13.9** of the Loan Agreement.

11. **Waivers.** No course of dealing between Assignor and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank or Assignor, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Security Agreement are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. **Modification.** This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Bank's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Bank to make, constitute and appoint any officer or agent of Bank as Bank may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to (a) endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Bank to protect, evidence or perfect its security interest in the Patents, Trademarks, Copyrights and Licenses, (b) upon the occurrence of an Event of Default, endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Bank to enforce its security interest in the Patents, Trademarks, Copyrights and Licenses, (c) upon the occurrence of an Event of Default, take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Bank reasonably deems in the best interest of the Bank, (d) upon the occurrence of an Event of Default, grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to anyone, including Bank, and/or (e) upon the occurrence of an Event of Default, assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone, including Bank. Bank may also act under such power of attorney to take the actions referenced in **Section 4**. Bank hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Bank Indebtedness has been paid in full and the Loan Agreement has been terminated. Assignor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction. To the extent the terms and conditions of this Security Agreement conflicts with the terms and conditions of the Loan Agreement, the terms and conditions of the Loan Agreement shall prevail.

15. **Binding Effect; Benefits.** This Security Agreement shall be binding upon Assignor and its successors and assigns, and shall inure to the benefit of Bank and its nominees, successors and assigns.

16. **Governing Law.** This Security Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of law principles.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement the day and year first above written.

ASSIGNOR

IPEC ACQUISITION COMPANY, INC.

By: *Lisa Millhausef*
Name: Lisa Millhausef
Title: Vice President and Secretary

IPEC PERFECT CREATION, LLC

By: _____
Name: Joan Ryan
Title: Chief Executive Officer

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007130 FRAME: 0086

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement the day and year first above written.

ASSIGNOR

IPEC ACQUISITION COMPANY, INC.

By: _____
Name: Lisa Millhauser
Title: Vice President and Secretary

IPEC PERFECT CREATION, LLC

By:  _____
Name: Joan Ryan
Title: Chief Executive Officer

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[Signature Page to Intellectual Property Security Agreement]

BANK

UNIVEST BANK AND TRUST CO.

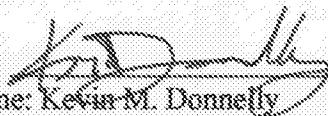
By: 
Name: Kevin M. Donnelly
Title: Vice President

EXHIBIT "A"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents

None.

EXHIBIT "B"**TO****INTELLECTUAL PROPERTY SECURITY AGREEMENT****Copyrights**

Copyright	Registration Number	Registration Date	Description	Date of creation	Date of publication
Law of Being (Complete System for unlocking Your Unlimited Potential)	TX0007122466	2008-05-08	Book 1v	2007	2007-07-01
Energy Leadership (ISBN 9780470186367)	TX0006997284	2009-08-01	Book 22 1p	2007	2007-10-24
Energy Leadership Development System Accreditation Manual	TXu001346637	2007-03-16		2006	
Life Potentials Training (Bringing Potential to Life)	TX0007137546	2008-05-15	4v	2007	2007-09-01
iPEC Coaching: Coach Training Manual	TX0006574745	2007-03-16		2006	2006-07-14
Relax, you're already perfect: 10 Spiritual Lessons to Remember	TX0005169545	2000-02-25	239p	1999	2000-01-01
Relax, you're already perfect: 10 Spiritual Lessons to Remember	TX0005509199	2002-03-19	228p	2001	2002-02-05
Uncovering the Life of Your Dreams an Enlightening Story by Bruce D Schneider	TX0008577163	2018-04-9	237p	2018	2018-03-02

EXHIBIT "C"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Licenses

None.

EXHIBIT "D"

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

<u>Trademark (country, in parenthesis if not USA)</u>	<u>Registration Date</u>	<u>Registration Number</u>	<u>Goods & Services (class & nature)</u>
Energy Leadership Index (Design) - WIPO (Benelux - registered 2/7/2020, France - registered 9/16/19, Germany - registered 9/8/19, Italy, Spain, UK - registered 7/11/19)		A0082181	41: Educational services, namely, providing educational programs, coaching and mentoring in the fields of personal development and organizing community events; Educational services, namely, providing training programs in the fields of how to become a coach
iPEC	3/21/17	5166342	41: Education services, namely, providing programs in the field of coaching and mentoring
LIVE LEAD PLAY MAKE A DIFFERENCE ON AN EVERYDAY LEVEL	4/11/17	5180346	45: Providing information in the field of personal development, namely, personal improvement
One Idea Away	8/14/18	5542577	41: Education services, namely, providing programs in the field of coaching, mentoring, personal development and organizing community events; Life coaching services in the field of personal development
iPEC (Stylized/Design)	11/20/18	5612057	41: Educational services, namely, providing educational programs, coaching and mentoring in the fields of personal development and organizing community events; Educational services, namely, providing training programs in the fields of how to become a coach, mentor, personal developer and organizer of community events; Life coaching services in the field of personal developments
One Idea Away (and Design)	11/20/18	5611443	41: Educational services, namely, providing educational programs, coaching and mentoring in the fields of personal development and organizing community events; Educational

<u>Trademark (country, in parenthesis if not USA)</u>	<u>Registration Date</u>	<u>Registration Number</u>	<u>Goods & Services (class & nature)</u>
			services, namely, providing training programs in the fields of how to become a coach, mentor, personal developer and organizer of community events; Life coaching services in the field of personal developments
One Idea Away	1/1/19	5643432	42: Providing a website featuring articles, events, educational programs, resources and podcasts in the fields of personal and career development, health, money, leadership, relationships and conscious living
Energy Leadership Index (Design)	3/26/19	5708893	41: Educational services, namely, providing educational programs, coaching and mentoring in the fields of personal development and organizing community events; Educational services, namely, providing training programs in the fields of how to become a coach
Uncovering the Life of Your Dreams	6/2/20	6070643	41: Educational services, namely, providing educational programs, coaching and mentoring in the fields of personal development and organizing community events; Educational services, namely, providing training programs in the fields of how to become a coach
iPEC (UK)		WO0000001409165	41: Educational services, namely, providing educational programs, coaching and mentoring in the fields of personal development and organizing community events; Educational services, namely, providing training programs in the fields of how to become a coach
iPEC (WIPO)	4/4/18	USPTO Reference Number A0074851	
Law Of Being	10/6/09	3692270	041: Life coaching services and self-study program in the fields of motivation, personal development, self-help, educational development, spiritual development, and professional development.
Energy Leadership	10/6/09	3692269	041: Professional coaching and training services in the fields of personal development, self-help, spiritual development, self awareness, small business, leadership, executive development, organizational effectiveness, group dynamics, relationships, team building, and career transitions.

Pending Trademark

<u>Trademark (country, in parens if not USA)</u>	<u>Filing Date</u>	<u>Serial Number</u>	<u>Goods & Services; class</u>
iPEC (Spain)		WO0000001409165	41: Educational services, namely, providing educational programs, coaching and mentoring in the fields of personal development and organizing community events; Educational services, namely, providing training programs in the fields of how to become a coach