

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623870

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Purely Elizabeth LLC		01/28/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Stonegate Asset Company II, LLC		
Street Address:	123 N. Wacker Drive		
Internal Address:	Suite 1160		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4913945	PURELY ELIZABETH.	
Registration Number:	3784262	PURELY ELIZABETH.	
Registration Number:	5794767	PURELY ELIZABETH.	
Registration Number:	6047808	EAT PURELY. LIVE PURELY.	
Registration Number:	6175457	PURELY ELIZABETH.	
Registration Number:	5667278	VIBRANT OATS	
Registration Number:	6175665	PURELY ELIZABETH.	
Registration Number:	5443907	EAT PURELY. LIVE PURELY.	
CORRESPONDENCE DATA			
Fax Number:	3125802201		
<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:	3125805062		
Email:	Drogers@thompsoncoburn.com		
Correspondent Name:	Diona E. Rogers		
Address Line 1:	55 E. Monroe Street		
Address Line 2:	37th Floor		
Address Line 4:	Chicago, ILLINOIS 60603		

OP \$215.00 4913945

NAME OF SUBMITTER:	Diona E. Rogers
SIGNATURE:	/Diona E. Rogers/
DATE SIGNED:	02/02/2021
Total Attachments: 11 source=Stonegate Purely Elizabeth Intellectual Property Security Agreement dated 1.28.2021#page1.tif source=Stonegate Purely Elizabeth Intellectual Property Security Agreement dated 1.28.2021#page2.tif source=Stonegate Purely Elizabeth Intellectual Property Security Agreement dated 1.28.2021#page3.tif source=Stonegate Purely Elizabeth Intellectual Property Security Agreement dated 1.28.2021#page4.tif source=Stonegate Purely Elizabeth Intellectual Property Security Agreement dated 1.28.2021#page5.tif source=Stonegate Purely Elizabeth Intellectual Property Security Agreement dated 1.28.2021#page6.tif source=Stonegate Purely Elizabeth Intellectual Property Security Agreement dated 1.28.2021#page7.tif source=Stonegate Purely Elizabeth Intellectual Property Security Agreement dated 1.28.2021#page8.tif source=Stonegate Purely Elizabeth Intellectual Property Security Agreement dated 1.28.2021#page9.tif source=Stonegate Purely Elizabeth Intellectual Property Security Agreement dated 1.28.2021#page10.tif source=Stonegate Purely Elizabeth Intellectual Property Security Agreement dated 1.28.2021#page11.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) is executed and delivered as of January 28, 2021, by **Purely Elizabeth LLC**, a Delaware limited liability company (“**Borrower**”), to **Stonegate Asset Company II, LLC**, a Delaware limited liability company (“**Lender**”).

WITNESSETH:

WHEREAS, contemporaneously herewith, Borrower desires Lender to provide certain extensions of credit, loans and other financial accommodations (the “**Financial Accommodations**”) to Borrower pursuant to (a) that certain Loan and Security Agreement of even date herewith, by and between Borrower and Lender (as amended or restated from time to time, the “**Loan Agreement**”), (b) that certain Revolving Note of even date herewith executed and delivered by Borrower to Lender in a maximum aggregate principal amount not to exceed Twelve Million and no/100 Dollars (\$12,000,000.00) (as amended or restated from time to time, the “**Revolving Note**”), (c) that certain Term A Note of even date herewith executed and delivered by Borrower to Lender in a principal amount not to exceed One Million Five Hundred Thousand and no/100 Dollars (\$1,500,000.00) (as amended or restated from time to time, the “**Term A Note**”), and (d) the other agreements, documents and instruments now or at any time hereafter executed and delivered in connection with the foregoing (the “**Other Agreements**”) (the Other Agreements, together with the Loan Agreement, the Revolving Note, the Term A Note and any other agreements, documents and instruments now or at any time hereafter executed and delivered in connection with the foregoing are collectively, the “**Loan Documents**”);

WHEREAS, pursuant to the Loan Documents, Borrower granted to Lender a first position priority security interest and lien in and to all of Borrower’s assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever; and

WHEREAS, Lender is willing to provide the Financial Accommodations to Borrower, provided, among other things, Borrower executes and delivers this Agreement to Lender.

NOW, THEREFORE, in consideration of the Financial Accommodations, the mutual promises and understandings of Borrower and Lender set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower covenants unto and agrees with Lender as follows:

1. **Incorporation of Loan Documents.** The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms in this Agreement, including the Schedules, which have an initial capital letter where not required by the rules of grammar, and which are not otherwise defined herein, are used herein as defined in the Loan Agreement.

2. **Collateral Assignment of Intellectual Property.** To secure the full and timely payment and performance of the Obligations, Borrower hereby grants and conveys to Lender a first position priority security interest and lien in and to all of Borrower's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (collectively, the "**Intellectual Property Collateral**"):

A. (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed on Schedule A, (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the "**Trademarks**");

B. (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed on Schedule B, (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the "**Patents**");

C. (i) copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed on Schedule C, (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the "**Copyrights**");

D. license agreements for Trademarks, Patents and Copyrights, whether Borrower is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule D, and the right to prepare for sale, sell and advertise for sale all "Inventory" as defined in the Loan Agreement now or hereafter owned by Borrower and now or hereafter covered by such licenses (collectively, the "**Licenses**"); and

E. the goodwill of Borrower's business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses.

This Agreement is made for collateral purposes only. Notwithstanding anything herein to the contrary, in no event shall the Intellectual Property Collateral include, and Borrower shall not be deemed to have granted a security interest in the Excluded Assets to the extent provided and subject to the terms of the last paragraph of Section 6.1 of the Loan Agreement. For purposes of clarity, the parties agree and acknowledge that nothing in this Agreement creates or is intended to create a present transfer of any rights (other than the grant of the security interest set forth herein for collateral purposes only), title or interest in the Intellectual Property Collateral and, that unless the parties otherwise agree or following the occurrence of an Event of Default, no such transfer is

intended to occur in the future. Borrower acknowledges and agrees that upon the occurrence and continuance of an Event of Default, and upon written notice to Borrower, the Intellectual Property Collateral shall be immediately conveyed to Lender without any further action by any party, and Lender shall have, in accordance with its rights as a security party solely, the power to use and/or sell the Intellectual Property Collateral. Borrower covenants and agrees to execute and deliver to Lender all agreements, instruments, documents and other written matter that Lender may request, in form and substance acceptable to Lender, to perfect and maintain perfected Lender's security interest and lien in and to the Intellectual Property Collateral and to consummate the transactions contemplated by this Section 2.

3. **Restrictions on Future Agreements.**

A. Borrower agrees that until the Obligations shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, Borrower will not, without Lender's prior written consent, enter into any document, instrument or agreement which is inconsistent with Borrower's obligations under this Agreement. Borrower further agrees that it will not take any action, or permit any action to be taken by others subject to their control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Lender under this Agreement.

B. Borrower hereby represents and warrants to Lender that Borrower has not granted any license to any Person other than Lender in connection with any of the Intellectual Property Collateral. Borrower hereby covenants unto Lender that until the Obligations shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, Borrower shall not grant any license to any third party in connection with the Intellectual Property Collateral without Lender's prior written consent, which consent shall not be unreasonably withheld.

4. **New Trademarks, Patents, Copyrights and Licenses.** Borrower represents and warrants that the Trademarks, Patents, Copyrights and Licenses listed on Schedules A, B, C and D respectively constitute all of the trademarks, trademark registrations, patents, patent registrations, copyrights, applications therefor and licenses now owned by Borrower. If, prior to payment of the Obligations in full, Borrower shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, application for copyright registration or licenses, or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, copyright, application for copyright registration or license renewal, the provisions of Section 2 above shall automatically apply thereto and Borrower shall provide Lender with immediate notice thereof. Borrower hereby authorizes Lender to modify this Agreement by amending Schedules A, B, C and D to include any future trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, applications for copyright registration and licenses.

5. **Royalties; Terms.** Borrower hereby agrees that the use by Lender of all Intellectual Property Collateral after an Event of Default as described above shall be without any liability for royalties or other related charges from Lender to Borrower. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the

respective Trademarks, Patents, Copyrights and Licenses assigned hereunder, or (ii) the payment to Lender of the Obligations in full and the termination of the Loan Documents.

6. **Lender's Right to Inspect.** Lender shall have the right to inspect Borrower's premises and to examine Borrower's books, records and operations, including, without limitation, Borrower's quality control processes. Upon an Event of Default, Borrower agrees that Lender shall have the right to establish such additional product quality controls as Lender, in its sole discretion, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks, Patents, Copyrights or Licenses. Borrower agrees (i) not to sell or assign its interest in, or grant any licenses under, the Trademarks, Patents, Copyrights or Licenses; (ii) to maintain the quality of any and all products produced in connection with the Intellectual Property Collateral consistent with the quality of said products as of the date hereof; and (iii) not to adversely change or alter the quality of said products in any way without Lender's prior written consent.

7. **Nature and Termination of Lender's Security Interest.** This Agreement is made for collateral purposes only. Except as otherwise provided in Sections 3, 6 and 13 hereof, nothing contained herein shall be deemed to limit in any way Borrower's right to use the Trademarks, Patents, Copyrights or Licenses or to grant to Lender any right to use the Trademarks, Patents, Copyrights or Licenses prior to an Event of Default.

8. **Duties of Borrower.** Borrower shall have the duty (i) to prosecute diligently any trademark, patent and copyright registration pending as of the date hereof or at any time hereafter, until the Obligations shall have been paid in full, (ii) to make applications for trademarks, patents and copyrights, as appropriate, and (iii) to preserve and maintain all Intellectual Property Collateral. Any expenses incurred in connection with such applications shall be borne by Borrower. Borrower shall not abandon any Intellectual Property Collateral, without the consent of Lender.

9. **Lender's Right to Sue.** Upon an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name or in the name of Borrower to enforce the Trademarks, Patents, Copyrights and Licenses. If Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all acts and execute any and all instruments, documents and agreements required by Lender to enforce such Intellectual Property Collateral, and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights and remedies under this Section 9.

10. **Waivers.** Lender's failure at any time or times hereafter to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an Event of Default shall not suspend, waive or affect any other Event of Default, whether same is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, warranties, covenants and representations of Borrower contained in this Agreement and no Event of Default by Borrower shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is in writing signed by an officer of Lender and directed to Borrower specifying such suspension or waiver.

11. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held 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 Agreement in any jurisdiction.

12. **Modification.** This 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.

13. **Cumulative Remedies; Power of Attorney; Effect on Loan Documents.** All of Lender's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby, by the Loan Documents, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power, upon an Event of Default and commencement by Lender of any of its rights and remedies whatsoever, whether pursuant to this Agreement, the Loan Documents, at law, in equity or otherwise, to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in connection with selling the Intellectual Property Collateral, (ii) take any other actions with respect to the Intellectual Property Collateral as Lender decides in its sole and absolute discretion, (iii) assign, pledge, sell, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to any person or entity as Lender may determine in its discretion, and (iv) grant or issue any non-exclusive license under the Intellectual Property Collateral, to any person or entity. Borrower agrees to indemnify Lender for any infringement claims or other similar claims filed or asserted against Lender from the use of any of the Intellectual Property Collateral. Borrower 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 the Obligations shall have been paid in full and all financing arrangements between Borrower and Lender have been terminated. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Documents, at law or in equity, but rather is in addition to and intended to facilitate the exercise of such rights and remedies.

14. **Binding Effect; Benefits.** This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Lender, its nominees, successors and assigns.

15. **Notice.** Any and all notices, exercises, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be delivered to the parties hereto at their addresses set forth in the Loan Agreement and shall be effective as set forth in the Loan Agreement.

16. **Governing Law.** This Agreement shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Illinois.

[signature page follows]

IN WITNESS WHEREOF, Borrower's duly authorized officer has executed this Agreement as of the date first set forth above.

PURELY ELIZABETH LLC,
a Delaware limited liability company

By: 

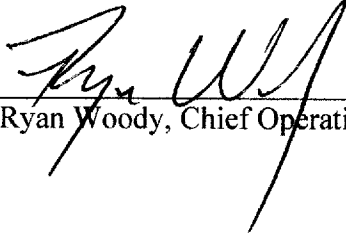
Elizabeth Stein, Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

ACCEPTANCE

The undersigned, Stonegate Asset Company II, LLC, a Delaware limited liability company, accepts the foregoing collateral assignment of Intellectual Property.

STONEGATE ASSET COMPANY II, LLC,
a Delaware limited liability company

By: 

Ryan Woody, Chief Operating Officer

[Acceptance Page to Intellectual Property Security Agreement]

SCHEDULE A

Trademarks and Trademark Registrations

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
Purely Elizabeth LLC	PURELY ELIZABETH.	USA	4913945	Mar 8, 2016
	PURELY ELIZABETH.	Canada	TMA1039120	Jul 10, 2019
	PURELY ELIZABETH.	USA	3784262	May 4, 2010
	PURELY ELIZABETH.	USA	5794767	Jul 2, 2019
	EAT PURELY. LIVE PURELY.	USA	6047808	May 5, 2020
	PURELY ELIZABETH.	USA	6175457	Oct 13, 2020
	PURELY ELIZABETH.	Canada	TMA1054622	Sep 16, 2019
	VIBRANT OATS	USA	5667278	Jan 29, 2019
	PURELY ELIZABETH.	USA	6175665	Oct 13, 2020
	EAT PURELY. LIVE PURELY.	USA	5443907	Apr 10, 2018
	PURELY ELIZABETH	European Union	018056403	Aug 13, 2020
	PURELY ELIZABETH	United Kingdom	UK009018056403	Aug 13, 2020
	PURELY ELIZABETH	United Kingdom	UK00003424749	Nov 22, 2019

SCHEDULE B

Patents and Patent Registrations

None.

SCHEDULE C

Copyrights and Copyright Applications

None.

SCHEDULE D

License Agreements

None.