

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM629613

<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>
Bistro MD, LLC		03/03/2021	Limited Liability Company: DELAWARE
Silver Cuisine Bistro, LLC		03/03/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank Hapoalim B.M., as Agent		
<b>Street Address:</b>	1120 Avenue of the Americas		
<b>Internal Address:</b>	Attn: Gary Luks, Esq.		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Banking Corporation: ISRAEL		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88780564	LIVE WELL. COOK LESS.	
<b>Registration Number:</b>	6035453	LIVE WELL - COOK LESS	
<b>Registration Number:</b>	5246870	NO APRON NEEDED	
<b>Registration Number:</b>	5195901	BALANCE BY BISTROMD	
<b>Registration Number:</b>	4635179	EATS ESSENTIAL AND TASTY SNACKS	
<b>Registration Number:</b>	4608053		
<b>Registration Number:</b>	4599664	BISTROMD	
<b>Registration Number:</b>	4520270	FOR A LIGHTER, HEALTHIER YOU	
<b>Registration Number:</b>	4479185	THE FOODIE AND THE M.D.	
<b>Registration Number:</b>	4432585	HEALTHY WEIGHT LOSS DELIVERED	
<b>Registration Number:</b>	4425128	BISTROMD	
<b>Registration Number:</b>	3640085	BISTRO MD	
<b>Registration Number:</b>	3905473	SILVER CUISINE	
<b>Registration Number:</b>	5103119	SILVER CUISINE	
<b>CORRESPONDENCE DATA</b>			

OP \$365.00 88780564

TRADEMARK

**Fax Number:** 6142243246

***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.***

**Phone:** 6144621093

**Email:** ipdocketcolumbus@icemiller.com

**Correspondent Name:** Ice Miller LLP

**Address Line 1:** 1500 Broadway, 29th Floor

**Address Line 4:** New York, NEW YORK 10036

<b>NAME OF SUBMITTER:</b>	Barbara Bacon
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<b>SIGNATURE:</b>	/Barbara Bacon/
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<b>DATE SIGNED:</b>	03/03/2021
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**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 3, 2021 (this "Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of BANK HAPOALIM B.M., NEW YORK BRANCH, as agent for the Secured Parties (in such capacity, the "Agent").

## RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of March 3, 2021 (the "Pledge and Security Agreement"), by and among the Grantors, the other grantors party thereto and the Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following:

(a) All United States, and foreign copyrights (including Community designs), including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 USC 901 of the US Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 1 hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the "Copyrights").

(b) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in Schedule 1 hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the

foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Patents").

(c) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in Schedule 1 hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Trademarks").

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

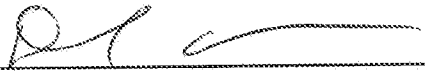
Section 3. Miscellaneous Provisions. Sections 10.1, 10.2, 10.3, 10.4, 10.5, 10.8, 10.9, 10.11, 10.13, 10.14, 10.15, 10.16, and 10.20 of the Credit Agreement shall be incorporated herein by reference, mutatis mutandis.

Section 4. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.


[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

BISTRO MD, LLC

By:   
David Benyaminy, President and  
Treasurer

SILVER CUISINE BISTRO, LLC

By:   
David Benyaminy, President and  
Treasurer

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Copyrights: None.
2. Patents: None.
3. Trademarks:

Country	Mark	Owner	Serial No. Filing Date	Registration No. Registration Date
US	LIVE WELL. COOK LESS.	Bistro MD, LLC	88780564 01/31/2020	Pending
US	LIVE WELL – COOK LESS	Bistro MD, LLC	88505757 07/09/2019	6035453 04/14/2020
US	NO APRON NEEDED	Bistro MD, LLC	86595701 04/13/2015	5246870 07/18/2017
US	BALANCE BY BISTROMD	Bistro MD, LLC	86102794 10/28/2013	5195901 05/02/2017
US		Bistro MD, LLC	85886225 03/26/2013	4635179 11/11/2014
US		Bistro MD, LLC	85873910 03/12/2013	4608053 09/23/2014
US		Bistro MD, LLC	85886241 03/26/2013	4599664 09/09/2014
US	FOR A LIGHTER, HEALTHIER YOU	Bistro MD, LLC	85873949 03/12/2013	4520270 04/29/2014
US	THE FOODIE AND THE M.D.	Bistro MD, LLC	85872617 03/11/2013	4479185 02/04/2014
US	HEALTHY WEIGHT LOSS DELIVERED	Bistro MD, LLC	85925569 05/07/2013	4432585 11/12/2013
US		Bistro MD, LLC	85872602 03/11/2013	4425128 10/29/2013

Country	Mark	Owner	Serial No. Filing Date	Registration No. Registration Date
US	BISTRO MD	Bistro MD, LLC	77055041 12/01/2006	3640085 06/16/2009
Canada	MENOPAUSE METABOLISM	Bistro MD, LLC	1589696 08/13/2012	TMA911994 08/21/2015
Canada	BISTRO MD	Bistro MD, LLC	1589506 08/09/2012	TMA889101 10/31/2014
US	SILVER CUISINE	Bistro MD, LLC	77861379 10/30/2009	3905473 01/11/2011
US		Bistro MD, LLC	86794538 10/21/2015	5103119 12/20/2016
Canada	SILVER CUISINE	Bistro MD, LLC	1589507 08/09/2012	TMA889102 10/31/2014