

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631896

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900595595		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VEGE LABS LLC		02/05/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CALIFORNIA BANK OF COMMERCE		
Street Address:	1300 Clay Street, Fifth Floor		
City:	Oakland		
State/Country:	CALIFORNIA		
Postal Code:	94612		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3411011	FORMULEX	
Registration Number:	3411010	FORMUPLEX	
Registration Number:	1920458	VEGE-KURL	
Registration Number:	1591551	VEGE-TECH	
Registration Number:	1588439	VEGE-PLEX	
Registration Number:	1531275	VEGE KURL NATURE & SCIENCE VEGE KURL, IN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 MIDDLEFIELD RD., #215		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	03/15/2021		

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 5, 2021 by and among VEGE LABS LLC, a Delaware limited liability company (“Grantor”) and CALIFORNIA BANK OF COMMERCE, a California corporation (“Bank”).

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor and the other parties named therein dated as of the date hereof and as amended from time to time (the “Loan Agreement”). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the credit extensions to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in all of Grantor’s right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor’s obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor’s right, title and interest in Grantor’s intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new intellectual property, in each case, upon confirmation of Grantor as to the accuracy of such exhibits; provided however that if Bank does not receive from Grantor any corrections to such updated exhibits within five (5) Business Days of the delivery of such updated exhibits to Grantor, Grantor shall automatically be deemed to have provided its confirmation to the accuracy of such updated exhibits.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

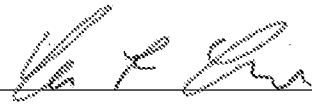
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Bank:

1300 Clay Street, Fifth Floor
Oakland, CA 94612
Attn: Marina Kremer

CALIFORNIA BANK OF COMMERCE

By:  _____

Name: Larry LaCroix

Title: Executive Vice President

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

418 W. Cypress Street
Glendale, CA 91204
Attn: John Matise

VEGE LABS LLC

By: 

Name: Tarek Maguid

Title: Director

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B


Patents

Please Check Box if No Patents Exist

Title	Serial / Patent Number	Application Date / Issue Date
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EXHIBIT C

Trademarks

Description	Serial Number	Registration Number	Application Date / Registration Date
FORMULEX	78973665	3411011	April 8, 2008
FORMUPLEX	78973642	3411010	April 8, 2008
VEGE-KURL	74560808	1920458	September 19, 1995
VEGE-TECH	73786890	1591551	April 17, 1990
VEGE-PLEX	73786889	1588439	March 27, 1990
	73734865	1531275	March 21, 1989

The above listed trademarks were acquired from Vege – Kurl, Inc., a California corporation (“Seller”), pursuant to an Asset Purchase Agreement dated on or around the date hereof by and among Seller, Grantor and the other parties named therein.