

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM645409

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	General Security Agreement
<b>RESUBMIT DOCUMENT ID:</b>	900608133

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goli Nutrition Inc.		03/22/2021	Corporation: CANADA

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of Montreal
<b>Street Address:</b>	BMO Bank of Montreal Canadian Commercial Banking
<b>Internal Address:</b>	105 Saint-Jacques Street, 3rd floor
<b>City:</b>	Montreal, Quebec
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	H2Y 1L6
<b>Entity Type:</b>	Corporation: CANADA

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
<b>Registration Number:</b>	6255560	TASTE THE APPLE. NOT THE VINEGAR.
<b>Registration Number:</b>	6047784	GOLI
<b>Serial Number:</b>	88260529	GOLI
<b>Serial Number:</b>	88261174	GOLI NUTRITION
<b>Serial Number:</b>	88335489	GOLI
<b>Serial Number:</b>	88335527	G
<b>Serial Number:</b>	88335537	G
<b>Serial Number:</b>	88976981	GOLI
<b>Serial Number:</b>	88261179	TASTE THE APPLE. NOT THE VINEGAR.

## CORRESPONDENCE DATA

Fax Number: 6175265000

*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: 6175266658

Email: janey.davidson@wilmerhale.com

Correspondent Name: John V. Hobgood, Esquire

Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP

Address Line 2: 60 State Street

TRADEMARK

<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109
<b>ATTORNEY DOCKET NUMBER:</b>	109149.113
<b>DOMESTIC REPRESENTATIVE</b>	
<b>Name:</b>	John V. Hobgood, Esquire
<b>Address Line 1:</b>	Wilmer Cutler Pickering Hale and DorrLLP
<b>Address Line 2:</b>	60 State Street
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109
<b>NAME OF SUBMITTER:</b>	John V. Hobgood
<b>SIGNATURE:</b>	/john v. hobgood/
<b>DATE SIGNED:</b>	05/10/2021
<b>Total Attachments: 23</b>	
source=2021-04-08 request for recordation security agreement goli bmo#page1.tif source=2021-04-08 request for recordation security agreement goli bmo#page2.tif source=2021-04-08 request for recordation security agreement goli bmo#page3.tif source=2021-04-08 request for recordation security agreement goli bmo#page4.tif source=2021-04-08 request for recordation security agreement goli bmo#page5.tif source=2021-04-08 request for recordation security agreement goli bmo#page6.tif source=2021-04-08 request for recordation security agreement goli bmo#page7.tif source=2021-04-08 request for recordation security agreement goli bmo#page8.tif source=2021-04-08 request for recordation security agreement goli bmo#page9.tif source=2021-04-08 request for recordation security agreement goli bmo#page10.tif source=2021-04-08 request for recordation security agreement goli bmo#page11.tif source=2021-04-08 request for recordation security agreement goli bmo#page12.tif source=2021-04-08 request for recordation security agreement goli bmo#page13.tif source=2021-04-08 request for recordation security agreement goli bmo#page14.tif source=2021-04-08 request for recordation security agreement goli bmo#page15.tif source=2021-04-08 request for recordation security agreement goli bmo#page16.tif source=2021-04-08 request for recordation security agreement goli bmo#page17.tif source=2021-04-08 request for recordation security agreement goli bmo#page18.tif source=2021-04-08 request for recordation security agreement goli bmo#page19.tif source=2021-04-08 request for recordation security agreement goli bmo#page20.tif source=2021-04-08 request for recordation security agreement goli bmo#page21.tif source=2021-04-08 request for recordation security agreement goli bmo#page22.tif source=2021-04-08 request for recordation security agreement goli bmo#page23.tif	

## GENERAL SECURITY AGREEMENT

GENERAL SECURITY AGREEMENT dated as of March 22, 2021, between Goli Nutrition Inc. (the “**Grantor**”), and Bank of Montreal, as lender (in such capacity, together with its successors in such capacity, the “**Lender**”).

The Grantor, a corporation organized under the federal laws of Canada, and the Lender are parties to a credit agreement dated as of the date hereof (as amended, supplemented, amended and restated, replaced or otherwise modified and in effect from time to time, the “**Credit Agreement**”), providing, subject to the terms and conditions thereof, for extensions of credit to be made by the Lender to the Grantor.

To induce the Lender to enter into the Credit Agreement and to extend credit thereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor has agreed to grant a security interest in the Collateral (as so defined) as security for the Secured Obligations (as so defined).

Accordingly, the parties hereto agree as follows:

### Section 1. **Definitions, Etc.**

1.01 **Terms Generally.** Terms used herein and not otherwise defined herein are used herein as defined in the Credit Agreement.

1.02 **Certain Uniform Commercial Code Terms.** As used herein, the terms “**Accession**”, “**Account**”, “**As-Extracted Collateral**”, “**Chattel Paper**”, “**Commodity Account**”, “**Commodity Contract**”, “**Deposit Account**”, “**Document**”, “**Electronic Chattel Paper**”, “**Equipment**”, “**Fixture**”, “**General Intangible**”, “**Goods**”, “**Instrument**”, “**Inventory**”, “**Investment Property**”, “**Letter-of-Credit Right**”, “**Payment Intangible**”, “**Proceeds**”, “**Promissory Note**”, “**Software**” and “**Tangible Chattel Paper**” have the respective meanings set forth in Article 9 of the NYUCC, and the terms “**Certificated Security**”, “**Entitlement Holder**”, “**Financial Asset**”, “**Instruction**”, “**Securities Account**”, “**Security**”, “**Security Certificate**”, “**Security Entitlement**” and “**Uncertificated Security**” have the respective meanings set forth in Article 8 of the NYUCC.

1.03 **Additional Definitions.** In addition, as used herein:

“**Bankruptcy Code**” shall mean Chapter 11 of Title 11 of the United States Code, as amended from time to time, and any successor statute and all rules and regulations promulgated thereunder.

“**Collateral**” has the meaning assigned to such term in Section 3.

“**Copyright Collateral**” means all Copyrights, whether now owned or hereafter acquired by the Grantor, including each Copyright identified in Schedule V to the Credit Agreement.

“**Copyrights**” means all copyrights, copyright registrations and applications for copyright registrations, including all renewals and extensions thereof, all rights to recover for past, present or future infringements thereof and all other rights whatsoever accruing thereunder or pertaining thereto.

“**Debtor Relief Law**” means any bankruptcy, insolvency, reorganization moratorium or other law affecting the rights of creditors generally.

“**Excluded Account**” means (a) Deposit Accounts solely for the purpose of funding payroll, payroll taxes and other compensation and benefits to employees and (b) fiduciary accounts.

“**Excluded Collateral**” has the meaning assigned to such term in Section 3.

“**Intellectual Property**” means, collectively, all Copyright Collateral, all Patent Collateral and all Trademark Collateral, together with (a) all inventions, processes, production methods, proprietary information, know-how and trade secrets; (b) all licenses or user or other agreements granted to the Grantor with respect to any of the foregoing, in each case whether now or hereafter owned or used; (c) all information, customer lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs; (d) all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured; (e) all accounting information and all media in which or on which any information or knowledge or data or records may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; (f) all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held by the Grantor; and (g) all causes of action, claims and warranties now or hereafter owned or acquired by the Grantor in respect of any of the items listed above.

“**Issuers**” means any other Person that shall at any time be both a Guarantor under the Credit Agreement and a subsidiary of the Grantor.

“**NYUCC**” means the Uniform Commercial Code as in effect from time to time in the State of New York.

“**Patent Collateral**” means all Patents, whether now owned or hereafter acquired by the Grantor, including each Patent identified in Schedule V to the Credit Agreement, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect thereto.

“**Patents**” means all patents and patent applications, including the inventions and improvements described and claimed therein together with the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, all damages and payments for past or future infringements thereof and rights to sue therefor, and all rights corresponding thereto throughout the world.

“**Pledged Shares**” means, collectively, all other Shares of any Issuer now or hereafter owned by the Grantor, together in each case with (a) all certificates representing the same, (b) all shares, securities, moneys or other property representing a dividend on or a distribution or return of capital on or in respect of the Pledged Shares, or resulting from a split-up, revision, reclassification or other like change of the Pledged Shares or otherwise received in exchange therefor, and any warrants, rights or options issued to the holders of, or otherwise in respect of, the Pledged Shares, and (c) without prejudice to any provision of any of the Loan Documents prohibiting any merger or consolidation by an Issuer, all Shares of any successor entity of any such merger or consolidation, but excludes in all cases all Shares of Goli Nutrition Inc., a corporation organized under the laws of the State of Delaware.

“**Post Petition Interest**” means any interest or expenses accruing or arising after the commencement of any case with respect to the Grantor under any Debtor Relief Law (whether or not such interest or expenses are allowed or allowable as a claim in whole or in part in such case).

“**Proceeding**” means any voluntary or involuntary insolvency, bankruptcy, act of bankruptcy, debtor or creditor protection proceeding, receivership, custodianship, liquidation, dissolution, reorganization, compromise, plan of arrangement, moratorium or other relief, assignment for the benefit of creditors, assignment in bankruptcy, making of a proposal or filing of a notice of intention to make a proposal, appointment of a custodian, receiver, interim-receiver, receiver-manager, monitor, trustee or other officer with similar powers or any other proceeding for the liquidation, dissolution or other winding up of a Person.

“**Secured Creditors**” means, collectively, the Lender and any other holder from time to time of any of the Secured Obligations and, in each case, their respective successors and assigns.

“**Secured Obligations**” means all obligations, indebtedness and liabilities of the Obligors to the Lender under or in connection with (i) the Credit Agreement or any other Loan Documents, including all obligations, indebtedness and liabilities under the Facilities or (ii) any cash management or treasury management arrangements or agreements and corporate credit cards, including all principal, interest, fees, indemnities, costs and expenses thereunder, and whether present or future, direct or indirect, absolute or contingent, matured or not, and wherever and however incurred.

“**Shares**” means shares of capital stock of a corporation, limited liability company interests, partnership interests and other ownership or equity interests of any class in any Person.

“**Trademark Collateral**” means all Trademarks, whether now owned or hereafter acquired by the Grantor, including each Trademark identified in Schedule V to the Credit Agreement and in Annex 6 of this Agreement together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark. Notwithstanding the foregoing, the Trademark Collateral does not and shall not include any Trademark that would be rendered invalid,

abandoned, void or unenforceable by reason of its being included as part of the Trademark Collateral.

“**Trademarks**” means all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations (except for “intent to use” applications for trademark and service mark registrations, unless and until a statement of use has been filed with the United States Patent and Trademark Office), including all renewals of trademark and service mark registrations, all rights to recover for all past, present and future infringements thereof and all rights to sue therefor, and all rights corresponding thereto throughout the world.

Section 2. **Representations and Warranties.** The Grantor represents and warrants to the Lender for the benefit of the Secured Creditors that:

2.01 **[Intentionally Deleted.]**

2.02 **Names, Etc.** The full and correct legal name, type of organization, jurisdiction of organization, organizational ID number (if applicable) and mailing address of the Grantor as of the date hereof are correctly set forth in Annex 1.

2.03 **Changes in Circumstances.** The Grantor has not (a) within the period of four months prior to the date hereof, changed its location (as defined in Section 9-307 of the NYUCC), (b) except as specified in Annex 1, heretofore changed its name, or (c) except as specified in Annex 2, heretofore become a “new debtor” (as defined in Section 9-102(a)(56) of the NYUCC) with respect to a currently effective security agreement previously entered into by any other Person.

2.04 **Promissory Notes.** Annex 3 sets forth a complete and correct list of all Promissory Notes (other than any held in a Securities Account referred to in Annex 4) held by the Grantor on the date hereof having an aggregate principal amount in excess of U.S. \$250,000.

2.05 **Deposit Accounts and Securities Accounts.** Annex 4 sets forth a complete and correct list of all Deposit Accounts (other than Excluded Accounts), Securities Accounts and Commodity Accounts of the Grantor on the date hereof, other than merchant accounts, accounts with BMO Harris and any PayPal accounts.

2.06 **Commercial Tort Claims.** Annex 5 sets forth a complete and correct list of all commercial tort claims in excess of U.S. \$250,000 in the aggregate of the Grantor in existence on the date hereof.

2.07 **Fair Labor Standards Act.** Any goods now or hereafter produced by the Grantor or any of its subsidiaries included in the Collateral have been and will be produced in compliance with the requirements of the Fair Labor Standards Act, as amended.

Section 3. **Collateral.** As collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, the Grantor hereby pledges and grants to the Lender for the benefit of the Secured Creditors as hereinafter provided a security interest in all of the Grantor’s right, title and interest in, to and under the following property (other than Excluded Collateral), in each case whether

tangible or intangible, wherever located, and whether now owned by the Grantor or hereafter acquired and whether now existing or hereafter coming into existence (all of the property described in this Section 3 being collectively referred to herein as “**Collateral**”):

- (a) all Accounts;
- (b) all As-Extracted Collateral;
- (c) all Chattel Paper in excess of U.S. \$250,000 in the aggregate;
- (d) all Deposit Accounts;
- (e) all Documents;
- (f) all Equipment;
- (g) all Fixtures;
- (h) all General Intangibles;
- (i) all Goods not covered by the other clauses of this Section 3;
- (j) the Pledged Shares;
- (k) all Instruments, including all Promissory Notes, in excess of U.S. \$250,000 in the aggregate;
- (l) all Intellectual Property;
- (m) all Inventory;
- (n) all Investment Property not covered by other clauses of this Section 3, including all Securities, all Securities Accounts and all Security Entitlements with respect thereto and Financial Assets carried therein, and all Commodity Accounts and Commodity Contracts;
- (o) all Letter-of-Credit Rights in excess of U.S. \$250,000 in the aggregate;
- (p) all commercial tort claims, as defined in Section 9-102(a)(13) of the NYUCC, arising out of the events described in Annex 5 and in excess of U.S. \$250,000 in the aggregate;
- (q) all other tangible and intangible personal property whatsoever of the Grantor; and
- (r) all Proceeds of any of the Collateral, all Accessions to and substitutions and replacements for, any of the Collateral, and all offspring, rents, profits and products of any of the Collateral, and, to the extent related to any Collateral, all books, correspondence, credit files, records, invoices and other papers (including all tapes, cards,

computer runs and other papers and documents in the possession or under the control of the Grantor or any computer bureau or service company from time to time acting for the Grantor),

IT BEING UNDERSTOOD, HOWEVER, that (A) in the case of any of the foregoing that consists of general or limited partnership interests in a general or limited partnership, the security interest hereunder shall be deemed to be created only to the maximum extent permitted under the applicable organizational instrument pursuant to which such partnership is formed and (B) in no event shall the security interest granted under this Section 3 attach to (i) Excluded Accounts, (ii) “intent to use” trademark application, (iii) the Collateral described in Section 5.12, or (iv) any contract or property rights (other than the Material Contracts) to which the Grantor is a party (or to any of its rights or interests thereunder) if the grant of such security interest would constitute or result in either (x) the abandonment, invalidation or unenforceability of any right, title or interest of the Grantor therein or (y) in a breach or termination pursuant to the terms of, or a default under, any such contract or property rights (other than to the extent that any such term would be rendered ineffective by Section 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code as in effect in the relevant jurisdiction or any other applicable law), provided that, following the occurrence of an Event of Default and during the continuance thereof, the Grantor shall, unless the Lender otherwise agrees in writing, promptly, upon written request by the Lender, attempt to obtain the consent of any necessary third party to any contract to the assignment of such contract under this Agreement and to its further assignment by the Lender to any third party as a result of the exercise by the Lender of remedies and upon such consent being obtained or waived, this Agreement shall apply to the applicable contract without regard to this section and without the necessity of any further assurance to effect such assignment (collectively, the “**Excluded Collateral**”). Unless and until the consent to assignment requested by the Lender is obtained as provided above, the Grantor shall, to the extent it may do so at law or pursuant to the provisions of the contract in question, hold all benefit to be derived from such contracts in trust for the Lender (including, without limitation, the Grantor’s beneficial interest in any contract which may be held in trust for the Grantor by a third party), as additional security for the payment of the Secured Obligations and shall deliver up all such benefit to the Lender, promptly upon demand by the Lender following the occurrence of an Event of Default and during the continuance thereof.

Section 4. **Further Assurances; Remedies.** In furtherance of the grant of the security interest pursuant to Section 3, the Grantor hereby jointly and severally agrees with the Lender for the benefit of the Secured Creditors as follows:

4.01 **Delivery and Other Perfection.** The Grantor shall promptly from time to time give, execute, deliver, file, record, authorize or obtain all such financing statements, continuation statements, notices, instruments, documents, agreements or consents or other papers as may be necessary or desirable in the reasonable judgment of the Lender to create, preserve, perfect, maintain the perfection of or validate the security interest granted pursuant hereto or to enable the Lender to exercise and enforce its rights hereunder with respect to such security interest, and without limiting the foregoing, shall:

(a) if any of the Pledged Shares, Investment Property or Financial Assets constituting part of the Collateral are received by the Grantor, forthwith (x) deliver to the Lender the certificates or instruments representing or evidencing the same, duly endorsed in blank or accompanied by such instruments of assignment and transfer in such



form and substance as the Lender may reasonably request, all of which thereafter shall be held by the Lender, pursuant to the terms of this Agreement, as part of the Collateral and (y) take such other action as the Lender may reasonably deem necessary or appropriate to duly record or otherwise perfect the security interest created hereunder in such Collateral; provided that this clause (a) shall not apply to Investment Property or Financial Assets that do not exceed, in each case, U.S. \$250,000 in the aggregate;

(b) promptly from time to time deliver to the Lender any and all Instruments constituting part of the Collateral, endorsed and/or accompanied by such instruments of assignment and transfer in such form and substance as the Lender may request; provided that this clause (b) shall not apply to Instruments that do not exceed U.S. \$250,000 in the aggregate; provided further that (other than in the case of the Promissory Notes described in Annex 3) so long as no Event of Default shall have occurred and be continuing, the Grantor may retain for collection in the ordinary course any Instruments received by the Grantor in the ordinary course of business and the Lender shall, promptly upon request of the Grantor, make appropriate arrangements for making any Instrument delivered by the Grantor available to the Grantor for purposes of presentation, collection or renewal (any such arrangement to be effected, to the extent requested by the Lender, against trust receipt or like document);

(c) promptly from time to time enter into such control agreements, each in form and substance reasonably acceptable to the Lender, as may be required to perfect the security interest created hereby in any and all Deposit Accounts, Investment Property, Electronic Chattel Paper and Letter-of-Credit Rights, in each case to the extent constituting Collateral, and will promptly furnish to the Lender true copies thereof;

(d) promptly from time to time upon the request of the Lender, execute and deliver such short-form security agreements as the Lender may reasonably deem necessary or desirable to protect the interests of the Lender in respect of that portion of the Collateral consisting of Intellectual Property;

(e) keep full and accurate books and records relating to the Collateral, and stamp or otherwise mark such books and records in such manner as the Lender may reasonably require in order to reflect the security interests granted by this Agreement; and

(f) permit representatives of the Lender, upon reasonable notice, at any time during normal business hours to inspect and make abstracts from its books and records pertaining to the Collateral, and forward copies of any notices or communications received by the Grantor with respect to the Collateral, all in such manner as the Lender may require.

**4.02 Other Financing Statements or Control.** The Grantor shall not (a) file or suffer to be on file, or authorize or permit to be filed or to be on file, in any jurisdiction, any financing statement or like instrument with respect to any of the Collateral in which the Lender is not named as the sole secured party for the benefit of the Secured Creditors, other than with respect to Permitted Encumbrances, or (b) cause or permit any Person other than the Lender to have "control" (as defined in Section 9-104, 9-105, 9-106 or 9-107 of the NYUCC) of any Deposit Account, Electronic Chattel Paper, Investment Property or Letter-of-Credit Right constituting part of the Collateral.

4.03 **Preservation of Rights.** The Lender shall not be required to take steps necessary to preserve any rights against prior parties to any of the Collateral.

4.04 **Special Provisions Relating to Certain Collateral.**

(a) **Pledged Shares.**

The Grantor will cause the Pledged Shares to constitute at all times 100% of the total number of Shares of each Issuer then outstanding owned by the Grantor, other than the Shares of Goli Nutrition Inc., a corporation organized under the laws of the State of Delaware.

(b) **Intellectual Property.**

(i) For the purpose of enabling the Lender to exercise rights and remedies under Section 4.05 at such time as the Lender shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, the Grantor hereby grants to the Lender, to the extent assignable, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantor) to use, assign, license or sublicense any of the Intellectual Property now owned or hereafter acquired by the Grantor, wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof.

(ii) Notwithstanding anything contained herein to the contrary, but subject to the provisions of paragraph iii) of the negative covenants set forth in Section titled "Covenants" of the Credit Agreement that limit the rights of the Grantor to dispose of its property, so long as no Event of Default shall have occurred and be continuing, the Grantor will be permitted to exploit, use, enjoy, protect, license, sublicense, assign, sell, dispose of or take other actions with respect to the Intellectual Property in the ordinary course of the business of the Grantor. In furtherance of the foregoing, so long as no Event of Default shall have occurred and be continuing, the Lender shall from time to time, upon the request of the Grantor, execute and deliver any instruments, certificates or other documents, in the form so requested, that the Grantor shall have certified are appropriate in its judgment to allow it to take any action permitted above (including relinquishment of the license provided pursuant to clause (i) immediately above as to any specific Intellectual Property). Further, upon the payment in full of all of the Secured Obligations and cancellation or termination of the commitments of the Lender under the Credit Agreement and all outstanding Letters of Credit or earlier expiration of this Agreement or release of the Collateral, the Lender shall grant back to the Grantor the license granted pursuant to clause (i) immediately above. The exercise of rights and remedies under Section 4.05 by the Lender shall not terminate the rights of the holders of any licenses or sublicenses theretofore granted by the Grantor in accordance with the first sentence of this clause (ii).

(c) **Chattel Paper.** The Grantor will (i) deliver to the Lender each original of each item of Chattel Paper at any time constituting part of the Collateral, and (ii) cause each such original and each copy thereof to bear a conspicuous legend, in form and substance reasonably satisfactory to the Lender, indicating that such Chattel Paper is subject to the security interest granted hereby and that purchase of such Chattel Paper by a

Person other than the Lender without the consent of the Lender would violate the rights of the Lender.

#### 4.05 Remedies.

(a) **Rights and Remedies Generally upon Default.** If an Event of Default shall have occurred and is continuing, the Lender shall have all of the rights and remedies with respect to the Collateral of a secured party under the NYUCC (whether or not the NYUCC is in effect in the jurisdiction where the rights and remedies are asserted) and such additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted, including the right, to the fullest extent permitted by law, to exercise all voting, consensual and other powers of ownership pertaining to the Collateral as if the Lender were the sole and absolute owner thereof (and the Grantor agrees to take all such action as may be appropriate to give effect to such right); and without limiting the foregoing:

(i) the Lender in its discretion may, in its name or in the name of the Grantor or otherwise, demand, sue for, collect or receive any money or other property at any time payable or receivable on account of or in exchange for any of the Collateral, but shall be under no obligation to do so;

(ii) the Lender may make any reasonable compromise or settlement deemed desirable with respect to any of the Collateral and may extend the time of payment, arrange for payment in installments, or otherwise modify the terms of, any of the Collateral;

(iii) the Lender may require the Grantor to notify (and the Grantor hereby authorizes the Lender to so notify) each account debtor in respect of any Account, Chattel Paper or General Intangible, and each obligor on any Instrument, constituting part of the Collateral that such Collateral has been assigned to the Lender hereunder, and to instruct that any payments due or to become due in respect of such Collateral shall be made directly to the Lender or as it may direct (and if any such payments, or any other Proceeds of Collateral, are received by the Grantor they shall be held in trust by the Grantor for the benefit of the Lender and as promptly as possible remitted or delivered to the Lender for application as provided herein);

(iv) the Lender may require the Grantor to assemble the Collateral at such place or places, reasonably convenient to the Lender and the Grantor, as the Lender may direct;

(v) the Lender may require the Grantor to cause the Pledged Shares to be transferred of record into the name of the Lender or its nominee (and the Lender agrees that if any of such Pledged Shares is transferred into its name or the name of its nominee, the Lender will thereafter promptly give to the Grantor copies of any notices and communications received by it with respect to such Pledged Shares); and

(vi) the Lender may sell, lease, assign or otherwise dispose of all or any part of the Collateral, at such place or places as the Lender deems best, and for cash or for credit or for future delivery (without thereby assuming any credit risk), at public or private sale, without demand of performance or notice of intention to effect any such disposition

or of the time or place thereof (except such notice as is required by applicable statute and cannot be waived), and the Lender or any other Secured Creditor or anyone else may be the purchaser, lessee, assignee or recipient of any or all of the Collateral so disposed of at any public sale (or, to the extent permitted by law, at any private sale) and thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any right or equity of redemption (statutory or otherwise), of the Grantor, any such demand, notice and right or equity being hereby expressly waived and released to the extent permitted by applicable law. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the goodwill connected with and symbolized by the Trademark Collateral subject to such disposition shall be included. The Lender may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the sale may be so adjourned.

The Proceeds of each collection, sale or other disposition under this Section 4.05, including by virtue of the exercise of any license granted to the Lender in Section 4.04(b), shall be applied in accordance with Section 4.09.

(b) **Certain Securities Act Limitations.** The Grantor recognizes that, by reason of certain prohibitions contained in the Securities Act of 1933, as amended, and applicable state securities laws, the Lender may be compelled, with respect to any sale of all or any part of the Collateral, to limit purchasers to those who will agree, among other things, to acquire the Collateral for their own account, for investment and not with a view to the distribution or resale thereof. The Grantor acknowledges that any such private sales may be at prices and on terms less favorable to the Lender than those obtainable through a public sale without such restrictions, and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that the Lender shall have no obligation to engage in public sales and no obligation to delay the sale of any Collateral for the period of time necessary to permit the issuer thereof to register it for public sale.

(c) **Notice.** The Grantor agrees that to the extent the Lender is required by applicable law to give reasonable prior notice of any sale or other disposition of any Collateral, ten Banking Days' notice shall be deemed to constitute reasonable prior notice.

4.06 **Deficiency.** If the proceeds of sale, collection or other realization of or upon the Collateral pursuant to Section 4.05 are insufficient to cover the costs and expenses of such realization and the payment in full of the Secured Obligations, the Grantor shall remain liable for any deficiency.

4.07 **Locations; Names, Etc.** Without at least 30 days' prior written notice to the Lender, the Grantor shall not (i) change its location (as defined in Section 9-307 of the NYUCC), (ii) change its name from the name shown as its current legal name on Annex 1, or (iii) agree to or authorize any modification of the terms of any item of Collateral that would result in a change thereof from one Uniform Commercial Code category to another such category (such as from a General Intangible to Investment Property), if the effect thereof would be to result in a loss of perfection of, or diminution of priority for, the security interests created hereunder in such

item of Collateral, or the loss of control (within the meaning of Section 9-104, 9-105, 9-106 or 9-107 of the NYUCC) over such item of Collateral.

4.08 **Private Sale.** The Secured Creditors shall incur no liability as a result of the sale of the Collateral, or any part thereof, at any private sale pursuant to Section 4.05 conducted in a commercially reasonable manner. The Grantor hereby waives any claims against the Secured Creditors arising by reason of the fact that the price at which the Collateral may have been sold at such a private sale was less than the price that might have been obtained at a public sale or was less than the aggregate amount of the Secured Obligations, even if the Lender accepts the first offer received and does not offer the Collateral to more than one offeree.

4.09 **Application of Proceeds.** The Proceeds of any collection, sale or other realization of all or any part of the Collateral pursuant hereto, and any other cash at the time held by the Lender under this Section 4, shall be applied by the Lender pursuant to the terms of the Credit Agreement.

4.10 **Attorney-in-Fact.** Without limiting any rights or powers granted by this Agreement to the Lender while no Event of Default has occurred and is continuing, upon the occurrence and during the continuance of any Event of Default the Lender is hereby appointed the attorney-in-fact of the Grantor for the purpose of carrying out the provisions of this Section 4 and taking any action and executing any instruments that the Lender may deem necessary or advisable to accomplish the purposes hereof, which appointment as attorney-in-fact is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, so long as the Lender shall be entitled under this Section 4 to make collections in respect of the Collateral, the Lender shall have the right and power to receive, endorse and collect all checks made payable to the order of the Grantor representing any dividend, payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same.

4.11 **Perfection and Recordation.** The Grantor authorizes the Lender to file Uniform Commercial Code financing statements describing the Collateral as “all assets” or “all personal property and fixtures” of the Grantor (provided that no such description shall be deemed to modify the description of Collateral set forth in Section 3).

4.12 **Termination.** When all Secured Obligations shall have been paid in full and the commitments of the Lender under the Credit Agreement and all Letters of Credit shall have expired or been terminated, this Agreement shall automatically terminate, and the Lender shall forthwith cause to be assigned, transferred and delivered, against receipt but without any recourse, warranty or representation whatsoever, any remaining Collateral and money received in respect thereof, to or on the order of the Grantor and to be released and canceled all licenses and rights referred to in Section 4.04(b). The Lender shall also, at the expense of the Grantor, execute and deliver to the Grantor upon such termination such Uniform Commercial Code termination statements and such other documentation as shall be reasonably requested by the Grantor to acknowledge the termination and release of the Liens on the Collateral as required by this Section 4.12.

4.13 **Further Assurances.** The Grantor agrees that, from time to time upon the written request of the Lender, the Grantor will execute and deliver such further documents and do such other acts and things as the Lender may reasonably request in order fully to effect the purposes

of this Agreement. The Lender shall promptly execute and deliver to the Grantor upon the termination of any Lien such Uniform Commercial Code termination statements and such other documentation as shall be reasonably requested by the Grantor to acknowledge the termination and release of any Lien covering any asset that has been disposed of as permitted under the Credit Agreement or that has been disposed of with the consent of the Lender under the Credit Agreement.

**Section 5. Miscellaneous.**

5.01 **Notices.** All notices, requests, consents and demands hereunder shall be in writing and telecopied or delivered to the intended recipient at its address for notices specified pursuant to Section titled "Notices" of the Credit Agreement and shall be deemed to have been given at the times specified in said Section.

5.02 **No Waiver.** No failure on the part of any Secured Creditor to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by any Secured Creditor of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein are cumulative and are not exclusive of any remedies provided by law.

5.03 **Amendments, Etc.** The terms of this Agreement may be waived, altered or amended only by an instrument in writing duly executed by the Grantor and the Lender. Any such amendment or waiver shall be binding upon the Secured Creditors and the Grantor.

5.04 **Expenses.** All of the provisions set forth in Section titled "Expenses" of the Credit Agreement are hereby incorporated herein by reference and apply *mutadis mutandis* to this Agreement, and the Grantor agrees to be bound thereby.

5.05 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Grantor and the Secured Creditors (provided that the Grantor shall not assign or transfer its rights or obligations hereunder without the prior written consent of the Lender).

5.06 **Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. To the maximum extent permitted by law, electronic signatures or electronic delivery of signatures of or by any party hereto shall have the same force and effect as a duly executed original of this Agreement.

**5.07 Governing Law; Submission to Jurisdiction; Etc.**

(a) **Governing Law.** This Agreement shall be construed in accordance with and governed by the law of the State of New York.

(b) **Submission to Jurisdiction.** The Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York in the Borough of Manhattan,

and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that any Secured Creditor may otherwise have to bring any action or proceeding relating to this Agreement against the Grantor or its properties in the courts of any jurisdiction.

(c) **Waiver of Venue.** The Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in paragraph (b) of this Section 5.07. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) **Service of Process.** Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 5.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

**5.08 WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

**5.09 Captions .** The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

**5.10 Agents and Attorneys-in-Fact.** The Lender may employ agents and attorneys-in-fact in connection herewith and shall not be responsible for the negligence or misconduct of any such agents or attorneys-in-fact selected by it in good faith.

**5.11 Severability.** If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (a) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Secured

Creditors in order to carry out the intentions of the parties hereto as nearly as may be possible and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

5.12 **Relationship with Hypothec.** With respect to any Collateral located outside of the United States of America, or deemed under the laws of Canada or the Province of Québec to be held in Canada, the security and rights of Lender with respect to such Collateral shall be governed by that certain hypothec dated as of the date hereof granted by Grantor in favor of Lender, and not by this Agreement.

5.13 **Conflicts.** In case of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement, the provisions of the Credit Agreement shall control and this Agreement shall be deemed to be amended accordingly.

*[SIGNATURE PAGES FOLLOW]*



IN WITNESS WHEREOF, the parties hereto have caused this General Security Agreement to be duly executed and delivered as of the day and year first above written.

**GOLI NUTRITION INC.**

By:   
Name: Michael Bitensky  
Title: President

**BANK OF MONTREAL**

By: \_\_\_\_\_  
Name:  
Title:

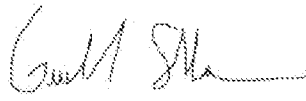
By: \_\_\_\_\_  
Name:  
Title:

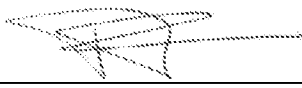
IN WITNESS WHEREOF, the parties hereto have caused this General Security Agreement to be duly executed and delivered as of the day and year first above written.

**GOLI NUTRITION INC.**

By: \_\_\_\_\_  
Name:  
Title:

**BANK OF MONTREAL**

By:  \_\_\_\_\_  
Name: Guillaume St-Maurice  
Title: Director

By:  \_\_\_\_\_  
Name: Frederic Poisson  
Title: Managing Director

**FILING DETAILS**

<b>Name of Grantor</b>	<b>Jurisdiction of organization</b>	<b>Organizational ID</b>	<b>Mailing Address</b>
Goli Nutrition Inc.	Canada	1102849-9	1 Westmount Square Suite 1500 Westmount (Québec) H3Z 2P9 Canada

**NEW DEBTOR EVENTS**

None.

**PROMISSORY NOTES**

None.

**LIST OF DEPOSIT ACCOUNTS, SECURITIES ACCOUNTS AND COMMODITY  
ACCOUNTS**

None.


**LIST OF COMMERCIAL TORT CLAIMS**

None.

## TRADEMARK COLLATERAL

Trademark	Appl. No. - Date Reg. No. - Date	Status	Notes
GOLI	App <del>88260529</del> App 14-JAN-2019	Suspended	Parent of application 88976287, below. Application suspended, waiting on Canadian corresponding registration.
GOLI NUTRITION 	App <del>88261174</del> App 14-JAN-2019	Suspended	Application suspended, waiting on Canadian corresponding registration.
TASTE THE APPLE. NOT THE VINEGAR.	App <del>88261179</del> App 14-JAN-2019	Suspended	Parent of application 88976746, below. Application suspended, waiting on Canadian corresponding registration.
GOLI 	App <del>88335489</del> App 12-MAR-2019	Suspended	Parent of application 88976981, below. Application suspended, waiting on Canadian corresponding registration.
G 	App <del>88335527</del> App 12-MAR-2019	Suspended	<b>Section 2(d) Refusal</b> due to possible confusion with prior U.S. Application No. 87670925 owned by Target Brands, Inc. <b>Application suspended</b> pending the final disposition of the prior-filed application, and waiting on Canadian corresponding registration.
G 	App <del>88335537</del> App 12-MAR-2019	Suspended	<b>Section 2(d) Refusal</b> due to possible confusion with prior U.S. Application No. 87670925 owned by Target Brands, Inc. <b>Application suspended</b> pending the final disposition of the prior-filed application, and waiting on Canadian corresponding registration.
GOLI	App <del>88976287</del> App 14-JAN-2019 Reg 6047784 Reg 05-MAY-2020	Cancellation of registration pending	<u>Cancellation action</u> filed May 18, 2020 by GOLO LLC  Cancellation action proceedings suspended pending resolution of Civil Action <u>GOLO, LLC. v. Goli Nutrition Inc., Case No. 1:20-cv-00667</u> in the United States District Court for the District of Delaware
TASTE THE APPLE. NOT THE VINEGAR.	App <del>88976746</del> App 14-JAN-2019 Reg 6255560 Reg Jan. 26, 2021	Registered	
GOLI	App <del>88976981</del>	Opposed	<u>Opposed</u> May 20, 2020 by GOLO LLC.



Trademark	Appl. No. - Date Reg. No. - Date	Status	Notes
	App 12-MAR-2019		Opposition proceedings suspended pending resolution of Civil Action <u>GOLO, LLC. v. Goli Nutrition Inc., Case No. 1:20-cv-00667</u> in the United States District Court for the District of Delaware