

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM649382

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITROMAX GROUP, INC.		05/21/2021	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	BANK HAPOALIM B.M.		
Street Address:	1120 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Bank: ISRAEL		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4313307	BERRYMAX	
Registration Number:	4313306	BERRYMAX	
Registration Number:	3808351	BERRYMAX	
Registration Number:	3749372	CITROIL	
Registration Number:	874519	CITROIL	
Registration Number:	3911638	CITROMAX	
Registration Number:	3914703	CITROMAX	
Registration Number:	4481319	CITROMAX	
Registration Number:	4091586	FLAVOR THE POSSIBILITIES	
Registration Number:	4572771	FLAVOR THE POSSIBILITIES	
Registration Number:	4106125	FLAVOR THE POSSIBILITIES	
Serial Number:	88811907		
Serial Number:	88811910		
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:	973-705-7422		
Email:	cwilkes@murphyllp.com		

OP \$340.00 4313307

Correspondent Name: Murphy Schiller & Wilkes LLP
Address Line 1: 24 Commerce Street, 12th Floor
Address Line 2: Charles J. Wilkes, Esq.
Address Line 4: Newark, NEW JERSEY 07102

NAME OF SUBMITTER: Charles J. Wilkes




SIGNATURE: /Charles J. Wilkes/

DATE SIGNED: 05/25/2021

Total Attachments: 6

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SCHEDULE I

Intellectual Property Type	Description	USPTO Registration Number	Date of Registration
Trademark	BERRYMAX	4313307	04/02/2013
Trademark	BERRYMAX	4313306	04/02/2013
Trademark	BERRYMAX	3808351	06/22/2010
Trademark	CITROIL	3749372	02/16/2010
Trademark	 CITROIL (STYLIZED)	874519	08/12/1969
Trademark	CITROMAX	3911638	01/25/2011
Trademark	CITROMAX	3914703	02/01/2011
Trademark	CITROMAX	4481319	02/11/2014
Trademark	FLAVOR THE POSSIBILITIES	4091586	01/24/2012
Trademark	FLAVOR THE POSSIBILITIES	4572771	07/22/2014
Trademark	FLAVOR THE POSSIBILITIES	4106125	02/28/2012
Trademark		(88811907)	(02/26/2020)
Trademark		(88811910)	(02/26/2020)

Intellectual Property Type	Description	Patent No.	Issue Date
Patent	Lemon tree named 'Glueck'	PP31769	05/19/2020

SCHEDULE I

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 21, 2021 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by CITROMAX GROUP, INC. (the "Grantor") in favor of BANK HAPOALIM B.M. (the "Secured Party"). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Collateral Agreement (as defined below).

WHEREAS, the Grantor and the Secured Party are parties to that certain Collateral Agreement dated as of the date hereof, made by the Grantor and Citromax International Corporation in favor of the Secured Party (the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, as security for the payment and performance of the Obligations, the Grantor granted to the Secured Party, a security interest in all of the right, title and interest of the Grantor in, to and under the Collateral, including, without limitation, certain of its intellectual property; and

WHEREAS, the Grantor has agreed to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and any other applicable governmental authorities in order to perfect the Secured Party's security interest in the intellectual property described herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Grant of Security. The Grantor hereby grants to the Secured Party a security interest in and to all right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(a) all of the Grantor's trademarks and patents of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for trademarks and patents of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country (provided that no security interest shall be granted in United States intent-to-use trademark and patent applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair validity or enforceability of any registration issuing from such intent-to-use trademark and patent applications under applicable federal law), including those trademarks and patents listed on Schedule I (collectively, the "Trademarks and Patents") and all of the goodwill of the business connected with the use of, or symbolized by, each of the Trademarks and Patents; and

(b) any and all proceeds of the foregoing.

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

Section 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.




CITROMAX GROUP, INC.,
a New Jersey corporation

By: 
Vivian Glueck
President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 007305 FRAME: 0237

SCHEDULE I

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