

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650410

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Saje Natural Business Inc.		05/25/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	595 Burrard Street, 6th Floor		
City:	Vancouver, British Columbia		
State/Country:	CANADA		
Postal Code:	V7X 1L7		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6274885	SAJE	
Serial Number:	90393481	POCKET FARMACY	
Serial Number:	90287159	PEPPERMINT HALO	
CORRESPONDENCE DATA			
Fax Number:	5032202480		
<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:	503-294-9584		
Email:	patrick.hartigan@stoel.com		
Correspondent Name:	Anne W. Glazer / Stoel Rives LLP		
Address Line 1:	760 SW Ninth Avenue, Suite 3000		
Address Line 4:	Portland, OREGON 97205		
NAME OF SUBMITTER:	Patrick P. Hartigan, SR paralegal		
SIGNATURE:	/Patrick P. Hartigan/		
DATE SIGNED:	05/28/2021		
Total Attachments: 4			
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OP \$90.00 6274885

INTELLECTUAL PROPERTY SECURITY AGREEMENT

(SAJE NATURAL BUSINESS INC.)

TO: **BANK OF MONTREAL**, in its capacity as administrative agent, collateral agent, syndication agent and documentation agent (the “**Agent**”) for and on behalf of and for the benefit of the Lenders (as defined below)

DATE: May 25, 2021

RECITALS:

- A. The undersigned (the “**Obligor**”), as borrower, certain other loan parties from time to time party thereto, the lenders from time to time party thereto, as lenders, and the Agent, as administrative agent, collateral agent, syndication agent and documentation agent, are parties to the Credit Agreement (as defined below);
- B. Pursuant to the Credit Agreement, the Obligor entered into a general security agreement dated as of October 21, 2016, as amended by an omnibus acknowledgement and amending agreement dated as of July 2, 2020 (as may be further amended, supplemented or otherwise modified from time to time, the “**General Security Agreement**”) in favour of the Agent, whereby the Obligor granted a security interest in all present and after-acquired personal property of the Obligor, including all patents, trademarks, copyrights, and all other intellectual property.
- C. As additional security for the Obligations (as defined below), the Obligor has agreed to enter into this Agreement.

FOR VALUE RECEIVED and intending to be legally bound by this intellectual property security agreement (the “**Agreement**”), the Obligor agrees as follows:

1. INTERPRETATION


- 1.1 In this Agreement, unless the context expressly or by necessary implication requires otherwise, the following words and phrases will have the meanings set forth below. All capitalized terms used herein that are not otherwise defined shall have the meanings set out in the Credit Agreement.
 - (a) “**Lenders**” has the meaning ascribed to it in the Credit Agreement. Any reference to the “the Lenders” shall be interpreted as referring to “the Lenders or any one of them”.
 - (b) “**Credit Agreement**” means the third amended and restated credit agreement dated as of the date hereof among the Obligor, as borrower, the loan parties from time to time party thereto, the lenders party thereto, as lenders, and the Agent, as administrative agent, collateral agent, syndication agent and documentation agent, as may be amended, restated, supplemented, modified or replaced from time to time.
 - (c) “**Obligations**” has the meaning ascribed thereto in the Credit Agreement.
- 1.2 Conflict with Credit Agreement If there is any conflict or inconsistency between the terms of the Credit Agreement and the terms of this Agreement, the provisions of the Credit Agreement shall govern to the extent necessary to remove the conflict or inconsistency.

- 1.3 Other Interpretive Rules. Any rights or benefits stated to accrue to the benefit of the Agent shall accrue to the benefit of the Agent for and on behalf of and for the benefit of the Lenders and any decision, determination or other action required or permitted to be made or taken by the Agent shall be interpreted to mean that decision, determination or other action made or taken in accordance with the provisions of the Credit Agreement.
2. **GRANT OF SECURITY, ETC.**
- 2.1 Grant of Security As security for payment and performance of the Obligations, the Obligor mortgages, charges, assigns, transfers and pledges to the Agent as a fixed and specific mortgage and charge, and grants the Agent a security interest in, all of the Obligor's right, title and interest in and to all trademarks, patents, industrial designs, copyrights, internet domain names and all other intellectual property (collectively, the "**Intellectual Property**") now owned or at any time hereafter acquired by the Obligor or in which the Obligor now has or at any time in the future may acquire any right, title or interest (including, without limitation, all Intellectual Property listed on **Schedule "A"** hereto).
- 2.2 Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the Canadian Intellectual Property Office, the United States Patent and Trademark Office, the United States Copyright Office, or such other office or registry as may be appropriate from time to time.
- 2.3 Acknowledgment. The Obligor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Intellectual Property are more fully set forth in the General Security Agreement, the terms and conditions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.
- 2.4 Governing Law. This Agreement and any dispute arising from or in relation to this Agreement shall be governed by, and interpreted and enforced in accordance with, the law of the Province of British Columbia and the laws of Canada applicable therein, excluding the conflict of law rules of that province.

[Signature page follows – remainder of page is intentionally blank]

IN WITNESS OF WHICH, the Obligor has duly executed this Agreement as of the date first above written.

SAJE NATURAL BUSINESS INC.,
by its authorized signatory:

By:  _____
Name: Avik Pramanik
Title: Authorized Signatory


SCHEDULE A

INTELLECTUAL PROPERTY

A. Trademarks, trademark registrations, and pending applications

i. Registered Trademarks

The following is a list of registered trademarks owned by the Obligor:

Description	Registration Number	Country	Registration Date	Expiration Date
EATER'S DIGEST	TMA1,082,032	Canada	September 28, 2020	September 28, 2030
SAJE	TMA1,082,816	Canada	October 1, 2020	October 1, 2030
WELL NOW	TMA1,089,659	Canada	December 14, 2020	December 14, 2030
W WELL NOW and design 	TMA1,080,383	Canada	July 9, 2020	July 9, 2030
SAJE	6,274,885	USA	February 23, 2021	February 23, 2026

ii. Trademark applications

The following is a list of trademark applications filed by the Obligor:

Description	Application Number	Country	Filing Date	Status
AIROMA LOO	2,070,810	Canada	December 14, 2020	Formalized
GODDESS	2,098,507	Canada	April 8, 2021	Formalized
POCKET FARMACY	2,070,816	Canada	December 14, 2020	Formalized
POCKET FARMACY	90,393,481	USA	December 18, 2020	Under Examination
PEPPERMINT HALO	90,287,159	USA	October 29, 2020	Under Examination

B. Patents, patent applications, industrial designs, and industrial design applications

Nil.

C. Copyright applications and registrations

Nil.

D. Domain Names

Nil.