

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650901

| | | | |
|---|--|---------------------------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| FP Nutraceuticals, LLC | | 06/01/2021 | Limited Liability Company: |
| Functional Food Formulators, LLC | | 06/01/2021 | Limited Liability Company: |
| RECEIVING PARTY DATA | | | |
| Name: | Capital Southwest Corporation | | |
| Street Address: | 5400 Lyndon B. Johnson Freeway, Suite 1300 | | |
| City: | Dallas, | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75240 | | |
| Entity Type: | Corporation: TEXAS | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88728207 | NUTRITION YOU CAN FEEL | |
| Serial Number: | 90531417 | QUADORAL | |
| Serial Number: | 90532175 | THE LEADING EDGE IN NUTRIENT DELIVERY | |
| Serial Number: | 90532686 | SOFTCHEW NUTRIENT DELIVERY SYSTEM | |
| Serial Number: | 90342724 | FUNCTIONAL FOOD FORMULATORS | |
| 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> | | | |
| Email: | mwinston@sheppardmullin.com | | |
| Correspondent Name: | Marshaya Winston | | |
| Address Line 1: | 2200 Ross Avenue, 24th Floor | | |
| Address Line 4: | Dallas, TEXAS 75201 | | |
| ATTORNEY DOCKET NUMBER: | 70MC-332689 | | |
| NAME OF SUBMITTER: | Marshaya Winston | | |
| SIGNATURE: | /s/ Marshaya Winston | | |
| DATE SIGNED: | 06/01/2021 | | |

CH \$140.00 88728207

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented, extended, joined and/or otherwise modified from time to time, this “IP Security Agreement”) dated as of June 1, 2021, is made by FP Nutraceuticals, LLC, a Delaware limited liability company and Functional Food Formulators, LLC, a Delaware limited liability company (collectively, the “Grantor”) in favor of CAPITAL SOUTHWEST CORPORATION, as administrative agent (together with its successors and assigns, in such capacity, the “Administrative Agent”) for itself and the other Secured Parties (as defined below).

WHEREAS, FoodPharma Intermediate Holdings, LLC, a Delaware limited liability company, FoodPharma Subsidiary Holdings, LLC, a Delaware limited liability company, and Grantor have entered into that certain Credit Agreement with the Administrative Agent, certain financial institutions from time to time party thereto (collectively, the “Lenders”) (the Administrative Agent and Lenders, collectively, the “Secured Parties”), dated as of the date hereof (as amended from time to time and as the same may be further amended, amended and restated, extended, replaced, supplemented or otherwise modified, the “Credit Agreement”);

WHEREAS, under the terms of the Credit Agreement and the other Loan Documents, Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, all Intellectual Property (as defined in the Security Agreement) of Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable.

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

SECTION 1. **Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement, or if not therein, in the Uniform Commercial Code as in effect in the State of Texas. The following terms have the meanings set forth below:

“Copyrights” means (i) all copyrights in all Works, now existing or hereafter created or acquired, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state thereof, or any other country or any political subdivision thereof, or otherwise, and (ii) all renewals thereof.

“Patents” means (i) all letters patent of the United States or any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, and (iii) all rights to obtain any reissues or extensions of the foregoing.

“Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than “intent to use” applications until a verified statement of use is filed with respect to such applications), whether in the United States Patent and

Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (ii) the right to obtain all renewals thereof.

“Work” means any work that is subject to copyright protection pursuant to Title 17 of the United States Code or under any similar law of the United States, any state thereof, any other country or, in each case, any political subdivision thereof, or otherwise.

SECTION 2. Grant of Security. Grantor hereby grants to the Administrative Agent, on behalf of the Secured Parties, a security interest in all of Grantor’s right, title, and interest in and to the following (the “Collateral”):

- (i) all of its Patents, including, but not limited to, those set forth on Schedule A hereto;
- (ii) all of its Trademarks, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (iii) all of its Copyrights, including, but not limited to, those set forth on Schedule C hereto;
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) any and all products and proceeds of, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, or arising from any of the foregoing.

Notwithstanding the foregoing, there shall be no Lien or security interest granted or pledged by Grantor in any Trademark application that is filed on an “intent-to-use” basis until such time as a statement of use or an amendment to allege use has been filed with and duly accepted by the United States Patent and Trademark Office.

SECTION 3. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 5. **Execution in Counterparts.** This IP Security Agreement may be executed in any number of counterparts, 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 6. **Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the other Loan Documents. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. To the extent there is any inconsistency between this IP Security Agreement and the Credit Agreement, the Credit Agreement shall control.

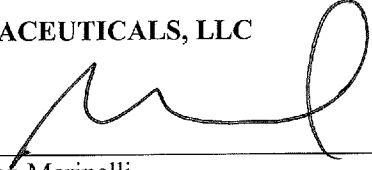
SECTION 7. **Governing Law; Submission to Jurisdiction; Venue; Waiver of Jury Trial.** THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (EXCEPT, AS TO ANY OTHER LOAN DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS. THE TERMS OF THE CREDIT AGREEMENT WITH RESPECT TO SUBMISSION TO JURISDICTION, VENUE AND WAIVER OF JURY TRIAL (AND WHERE APPLICABLE, JUDICIAL REFERENCE) ARE INCORPORATED HEREIN BY REFERENCE, *MUTATIS MUTANDIS*, AND THE PARTIES HERETO AGREE TO SUCH TERMS.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

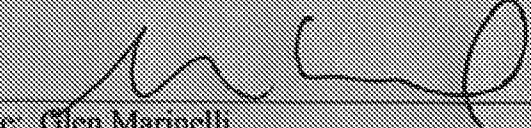
GRANTOR:

FP NUTRACEUTICALS, LLC

By: 
Name: Glen Marinelli
Title: Chief Executive Officer, President, Secretary
and Treasurer

GRANTOR:

FUNCTIONAL FOOD FORMULATORS, LLC

By: 

Name: Glen Marinelli

Title: Chief Executive Officer, President, Secretary
and Treasurer

TRADEMARK

REEL: 007312 FRAME: 0050

SCHEDULE A
TO
IP SECURITY AGREEMENT

PATENTS

U.S. Registered Patents:

None.

U.S. Patent Applications:

| Grantor | Title | Jurisdiction | Application/ Serial Number | Filing Date |
|------------------------|--|--------------|-------------------------------|-------------|
| FP Nutraceuticals, LLC | COMPOSITIONS FOR ORAL MUCOADHESIVE DOSAGE FORMS (Omnibus Non-Provisional #1) | U.S. | 16/996,889 | 8/18/2020 |
| FP Nutraceuticals, LLC | A NOVEL, SACCHARIDE-BASED, ORAL MUCOADHESIVE DELIVERY SYSTEM FOR PHARMACEUTICAL COMPOSITIONS | U.S. | 16/673,083 | 11/4/2019 |
| FP Nutraceuticals, LLC | A NOVEL, SACCHARIDE-BASED ORAL MUCOADHESIVE DELIVERY SYSTEM FOR NUTRITIONAL AND NUTRACEUTICAL COMPOSITIONS | U.S. | 16/673,038 | 11/4/2019 |
| FP Nutraceuticals, LLC | SACCHARIDE-BASED ORAL MUCOADHESIVE DELIVERY SYSTEM FOR NEUROTROPHIC AND NEUROPROTECTIVE COMPOSITIONS | U.S. | 16/128,349 | 9/11/2018 |
| FP Nutraceuticals, LLC | HEMP OIL / MAGNESIUM PREPARATION FOR COGNITIVE-ENHANCEMENT AND REDUCTION OF STRESS AND INFLAMMATION | U.S. | 16/673,125 | 11/4/2019 |
| FP Nutraceuticals, LLC | A NOVEL, FOOD-FORM, MITOCHONDRIAL PREPARATION FOR NEUROPROTECTION, | U.S. | 62/933,672 | |

(Schedule A to Intellectual Property Security Agreement)

| Grantor | Title | Jurisdiction | Application/ Serial Number | Filing Date |
|------------------------|--|---------------------|---------------------------------------|--------------------|
| | CARDIOPROTECTION, IMMUNE SUPPORT, AND ANTI-AGING BENEFITS | | | |
| FP Nutraceuticals, LLC | COMPOSITIONS COMPRISING ORGANIC MINERAL CHELATES, NIACINAMIDE, AND HEMP OIL AND USES THEREOF FOR NEUROPROTECTION, CARDIOPROTECTION, DETOXIFICATION, IMMUNE SUPPORT, AND ANTI-AGEING (Omnibus Non-Provisional #2) | U.S. | 17,157/701 | 1/25/2021 |
| FP Nutraceuticals, LLC | COMPOSITIONS COMPRISING ORGANIC MINERAL CHELATES AND USES THEREOF FOR NEUROPROTECTION, CARDIOPROTECTION, DETOXIFICATION, IMMUNE SUPPORT, AND ANTIAGING | U.S. | 62/965,440 | |
| FP Nutraceuticals, LLC | COMPOSITIONS COMPRISING HEMP OIL / NIACINAMIDE PREPARATIONS AND USES THEREOF FOR NEUROPROTECTION, COGNITIVE ENHANCEMENT, STRESS REDUCTION, PAIN RELIEF, AND ANTI-INFLAMMATORY BENEFITS | U.S. | 62/971,023 | |
| FP Nutraceuticals, LLC | MAGNESIUM/LITHIUM PREPARATIONS FOR NEUROPROTECTION AND NEUROTROPHIC BENEFIT | U.S. | 16/471,519 | 06/19/2019 |

(Schedule A to Intellectual Property Security Agreement)

SMRH:4836-3816-8035

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SCHEDULE B
TO
IP SECURITY AGREEMENT

TRADEMARKS

U.S. Trademark Registrations:

None.

U.S. Trademark Applications:

| Grantor | Mark | Jurisdiction | ITU Status | Application/ Serial Number | Filing Date |
|----------------------------------|--|---------------------|-------------------|---------------------------------------|--------------------|
| FP Nutraceuticals, LLC | NUTRITION YOU CAN FEEL | U.S. | ITU | 88728207 | February 8, 2021 |
| FP Nutraceuticals, LLC | QuadOral | U.S. | ITU | 90531417 | February 16, 2021 |
| FP Nutraceuticals, LLC | The Leading-Edge in Nutrient Delivery | U.S. | ITU | 90532175 | February 17, 2021 |
| FP Nutraceuticals, LLC | SoftChew Nutrient Delivery System | U.S. | ITU | 90532686 | February 17, 2021 |
| Functional Food Formulators, LLC | FUNCTIONAL FOOD FORMULATORS ¹ | U.S. | ITU | 90342724 | November 25, 2020 |

¹ Trademark to be transferred to Functional Food Formulators, LLC promptly following Closing.

SCHEDULE C
TO
IP SECURITY AGREEMENT

COPYRIGHTS

U.S. Copyright Registration:

None.

U.S. Copyright Applications:

None.

(Schedule C to Intellectual Property Security Agreement)

SMRH:4836-3816-8035

RECORDED: 06/01/2021

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