

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM663107

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Visionary Nutrition, LLC		07/23/2021	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	GemCap Solutions, LLC		
Street Address:	9901 I.H. 10 West, Suite 800		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78230		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	90222571	VISIONARY NUTRITION	
Serial Number:	90222596	ENERGYBAR.COM	
Serial Number:	90222652	ENERGY FOODS	
Serial Number:	90222668	ENHANCING YOUR HEALTH	
Serial Number:	90222696	ENERGY BAR FOODS	
Serial Number:	90222715	WARRIORS HOLDINGS	
Serial Number:	90701281	RAISING THE BAR FOR ON-THE-GO INNOVATION	
Serial Number:	90739615	E B	
Serial Number:	90701362	VN VISIONARY NUTRITION	
Serial Number:	90685298	ENERGY + PROTEIN BAR	
Serial Number:	90685307	BETTER FOR YOU CANDY	
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:	530-304-6922		
Email:	mberens@gemcapsolutions.com		
Correspondent Name:	Richard Ellis		
Address Line 1:	9901 I.H. 10 West, Suite 800		

OP \$290.00 90222571

Address Line 2: GemCap Solutions, LLC
Address Line 4: San Antonio, TEXAS 78230

ATTORNEY DOCKET NUMBER: 15936 EM (1425903)

NAME OF SUBMITTER: Michael Berens

SIGNATURE: /Michael Berens/

DATE SIGNED: 07/28/2021

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of July 23, 2021 (this “Agreement”), made by VISIONARY NUTRITION, LLC, a Texas limited liability company with a principal place of business located at 3610-2 N. Josey Lane, Carrollton, TX 75007 (“Grantor”), in favor of GEMCAP SOLUTIONS, LLC, a Delaware limited liability company with offices at 9901 I.H. 10 West, Suite 800, San Antonio, TX 78230 (together with its successors and assigns, “Lender”).

RECITALS

WHEREAS, the Grantor has an ownership interest in the trademarks identified on **Exhibit 1** hereto (collectively, the “Trademarks”); and

WHEREAS, the Grantor and the Lender are parties to that certain Loan and Security Agreement, of even date herewith (as from time to time amended or supplemented, the “Loan Agreement”); and

WHEREAS, the Grantor has granted to grant to Lender a security interest in all of its property and assets, including, without limitation, the Trademarks, to secure the performance of Grantor’s obligations under the Loan Agreement and the other Loan Documents; and

WHEREAS, it is a condition precedent to the Lender’s entry into the Loan Agreement and the other Loan Documents that the Grantor execute and deliver this Agreement to the Lender; and

WHEREAS, the Grantor and the Lender by this instrument seek to confirm and make a record of the grant of the security interest in the Trademarks and the assignment of the Trademarks upon the occurrence of an Event of Default in accordance with the terms of this Agreement; and

WHEREAS, capitalized terms used and not defined herein have the meanings given to them in the Loan Agreement.

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

1. The Grantor does hereby acknowledge and confirm that the Trademarks and the goodwill associated therewith constitute Intellectual Property included in the Collateral pledged by Grantor to Lender pursuant to the Loan Agreement.
2. The Grantor further acknowledges and confirms that the rights and remedies of Lender with respect to the Trademark are more fully set forth in the Loan

Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference.

3. The Grantor hereby irrevocably constitutes and appoints Lender, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in its place and stead and in its name or otherwise, from time to time in Lender's sole discretion, at such Grantor's sole cost and expense, to take any and all action and to execute and deliver any and all documents and instruments which Lender may deem reasonably necessary or advisable to (a) accomplish the purposes of perfecting, continuing and preserving, a continuing first priority security interest in the Trademarks and the goodwill associated therewith in favor of Lender, and (b) effect a transfer of the Trademarks and the goodwill associated therewith to Lender or to Lender's designees without further consent or authorization of the Grantor upon the occurrence of an Event of Default. In furtherance and not in limitation of the foregoing, if an Event of Default has occurred and is continuing, the Lender is hereby authorized file with the United States Patent and Trademark Office or with such other governmental authorities, the assignment in the form substantially similar to that of **Exhibit A** attached to this Agreement, together with such other instruments and documents as the Lender may deem necessary or appropriate to effectuate the foregoing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, this Trademark Security Agreement as of the day and year first above written.

VISIONARY NUTRITION, LLC

By: _____

Name: Scott A. Chaffin

Title: L-2.0.

ACCEPTED AND AGREED:

LENDER:

GEMCAP SOLUTIONS, LLC

By: _____
David Ellis, Co-President

[SIGNATURE PAGE – TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, this Trademark Security Agreement as of the day and year first above written.

VISIONARY NUTRITION, LLC

By: _____

Name: _____

Title: _____

ACCEPTED AND AGREED:

LENDER:

GEMCAP SOLUTIONS, LLC

By:  _____

David Ellis, Co-President

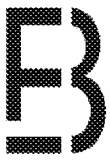

[SIGNATURE PAGE – TRADEMARK SECURITY AGREEMENT]

EXHIBIT 1

Trademarks

[See Attached]

**Visionary Nutrition, LLC
IP PORTFOLIO**

REGISTRATIONS									
Type	Matter ID	Title/Description	Registration Number	Registration Date	Owner/Entity	Country Registered	Status Maintenance/Renewal Deadline		
COPYRIGHT									
PATENT									
TRADEMARK									
APPLICATIONS									
Type	Matter ID	Title/Description	Application Number	Application Filing Date	Owner/Entity	Country Filed	Next Deadline	Status	
COPYRIGHT									
PATENT									
TRADEMARK	VIS3-T.e01	VISIONARY NUTRITION	90/222,571	9/29/2020	Visionary Nutrition, LLC	USA	11/25/2021	Notice of Allowance issued 5/25/2021. Formal Reporting being sent in due course.	
	VIS3-T.e02	energybar.com	90/222,596	9/29/2020	Visionary Nutrition, LLC	USA	8/25/2021	Office Action issued 2/25/2021. Formal Reporting being sent in due course.	
	VIS3-T.e03	Energy Foods	90/222,652	9/29/2020	Visionary Nutrition, LLC	USA	8/24/2021	Office Action issued 2/24/2021. Formal Reporting being sent in due course.	
	VIS3-T.e04	Enhancing your health	90/222,668	9/29/2020	Visionary Nutrition, LLC	USA	11/25/2021	Notice of Allowance issued 5/25/2021. Formal Reporting being sent in due course.	
	VIS3-T.e05	Energy Bar Foods	90/222,696	9/29/2020	Visionary Nutrition, LLC	USA	8/24/2021	Office Action issued 2/24/2021. Formal Reporting being sent in due course.	
	VIS3-T.e06	Warriors Holdings	90/222,715	9/29/2020	Visionary Nutrition, LLC	USA	11/25/2021	Notice of Allowance issued 5/25/2021. Formal Reporting being sent in due course.	
	VIS3-T.e07	RAISING THE BAR FOR ON-THE-GO INNOVATION	90/701,281	5/10/2021	Visionary Nutrition, LLC	USA		New application will be assigned to an examining attorney approximately 3 months after filing date.	
	VIS3-T.e08			90/739,615	5/27/2021	Visionary Nutrition, LLC	USA		New application will be assigned to an examining attorney approximately 3 months after filing date.
	VIS3-T.e09			90/701,362	5/10/2021	Visionary Nutrition, LLC	USA		New application will be assigned to an examining attorney approximately 3 months after filing date.
OTHER									
CASES BEING DRAFTED									
COPYRIGHT									
PATENT									
TRADEMARK									
OTHER									
ACTIONS BEING CONSIDERED									
COPYRIGHT									
PATENT									
TRADEMARK									
OTHER									
LITIGATION									
COPYRIGHT									
PATENT									
TRADEMARK									
OTHER									

REGISTRATIONS							
Type	Matter ID	Title/Description	Registration Number	Registration Date	Owner/Entity	Country Registered	Status
COPYRIGHT							
PATENT							
TRADEMARK							
APPLICATIONS							
Type	Matter ID	Title/Description	Application Number	Application Filing Date	Owner/Entity	Country Filed	Next Deadline
COPYRIGHT							
PATENT							
TRADEMARK	TMI2-T.e2289	Energy + Protein Bar	90/685,298	4/30/2021	Energy Nutrition, LLC	USA	New application will be assigned to an examining attorney approximately 3 months after filing date.
TRADEMARK	TMI2-T.e2290	Better for You Candy	90/685,307	4/30/2021	Energy Nutrition, LLC	USA	New application will be assigned to an examining attorney approximately 3 months after filing date.
OTHER							
CASES BEING DRAFTED							
Type	Matter ID	Title/Description	Approval Date	Deadline	Country Planned	Status	
COPYRIGHT							
PATENT							
TRADEMARK							
OTHER							
ACTIONS BEING CONSIDERED							
Type	Title/Description	Applicant	Notes				
COPYRIGHT							
PATENT							
TRADEMARK							
OTHER							
LITIGATION							
Type	Title/Description	Opposition	Notes				
COPYRIGHT							
PATENT							
TRADEMARK							
OTHER							

EXHIBIT A

ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this "Assignment"), dated as of _____, 202__ made by VISIONARY NUTRITION, LLC, a Texas limited liability company with a principal place of business located at 3610-2 N. Josey Lane, Carrollton, TX 75007 ("Assignor").

RECITALS:

WHEREAS, Assignor has an ownership interest in the Trademarks described on **Exhibit 1** attached hereto (the "Trademarks"); and

WHEREAS, Assignor and GemCap Solutions, LLC, a Delaware limited liability company ("Lender") are parties to that certain Loan and Security Agreement, dated as of July 23, 2021 (as from time to time amended or supplemented, the "Loan Agreement"; capitalized terms used and not defined herein shall have the meanings set forth in the Loan Agreement); and

WHEREAS, Assignor granted to Lender a security interest in substantially all of Assignor's property and assets to including the Trademarks and the goodwill associated therewith to secure the performance of its obligations under the Loan Agreement and the other Loan Documents; and

WHEREAS, it was a condition precedent to the Lender's entry into the Loan Agreement that Assignor shall have executed and delivered this Assignment; and

WHEREAS, one or more Events of Default have occurred under the Loan Agreement and the Lender has the right to exercise its rights and remedies under the Loan Agreement and the other Loan Documents; and

WHEREAS, by this instrument, Assignor is hereby assigning the Trademark to the Lender or its designee as set forth herein (such party, the "Assignee").

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of are hereby acknowledged, Assignor hereby assigns to Lender the Trademark as follows:

1. Assignment of Trademarks. Assignor hereby assigns, transfers, and conveys to _____, a _____ with offices at _____ (the "Assignee") all of Assignor's right, title and interest in and to the Trademarks together with the goodwill associated therewith.

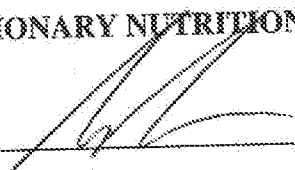
3. Filing and Recordation. Assignee is hereby authorized to file or record this Assignment or any other instrument in such public offices and with such governmental authorities, including the United States Patent and Trademark Office, as Assignee may determine from time to time for the purpose of evidencing the foregoing assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment
as of the date first above written.

ASSIGNOR:

VISIONARY NUTRITION, LLC

By: 

Name: Scott A. Chapman

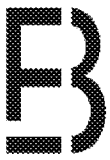

Title: L.I.O.

EXHIBIT 1

Trademarks

[See Attached]

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PATENT							
TRADEMARK							
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