

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671741

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RAW SUGAR, LLC		08/31/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	5718081	TRULY UNRULY	
Registration Number:	3951487	BOLERO	
Registration Number:	4650717	COLD PRESS TECHNOLOGY	
Registration Number:	5115340	DR. SPA	
Serial Number:	90135212	GLIDE-PUSH TECHNOLOGY	
Registration Number:	5805780	LOOK FOR THE BAMBOO TOPS & WHITE BOTTLES	
Registration Number:	6171078	MIGHTY CURLS	
Registration Number:	6223218	PRO REMEDY	
Registration Number:	5802820	PURE COLD PRESS TECHNOLOGY SO. CAL.	
Registration Number:	6171040	PURE SCALP THERAPY	
Registration Number:	4634500	RAW SUGAR	
Registration Number:	4884122	RAW SUGAR LIVING PURELY UNFILTERED	
Registration Number:	6336071	RAW MEN SMELL GOOD	
Registration Number:	5999700	RAW SUGAR	
Registration Number:	6298106	RAW SUGAR	
Registration Number:	6217082	SIMPLY BAR SOAP	
Registration Number:	5932819	SIMPLY BODY WASH	
Registration Number:	5932820	SIMPLY HAND WASH	
TRADEMARK			

OP \$865.00 5718081

Property Type	Number	Word Mark
Registration Number:	6410435	SUGAR NOTE
Registration Number:	5331713	
Registration Number:	5900505	
Registration Number:	6324651	
Registration Number:	6324650	
Registration Number:	6324652	
Registration Number:	6324653	
Registration Number:	6324654	
Registration Number:	6324655	
Registration Number:	6324656	
Registration Number:	5718082	ALL THAT SHINES
Registration Number:	5205505	SKINTEN
Registration Number:	5201420	POP STUDIOS
Registration Number:	5460404	POP STUDIOS
Registration Number:	6171033	UNFILTERED BY RAW SUGAR
Registration Number:	5063037	RAW SUGAR INITIATIVE

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye (074658-21084)

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-21084
NAME OF SUBMITTER:	Timothy D Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	09/01/2021

Total Attachments: 15

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Reference is made to the Intercreditor Agreement, dated as of August 31, 2021, among PNC BANK, NATIONAL ASSOCIATION, as ABL Agent and ABL Representative for the ABL Secured Parties referred to therein (the “ABL Representative”) and BALANCEPOINT CAPITAL PARTNERS V, L.P., as Term Loan Agent and Term Loan Representative for the Term Loan Secured Parties referred to therein (the “Term Loan Representative”) in connection with loans and other financial accommodations extended to RAW SUGAR, LLC (the “Intercreditor Agreement”). Each Person that is secured hereunder, by accepting the benefits of the security provided hereby, (i) consents (or is deemed to consent), to the subordination of Liens provided for in the Intercreditor Agreement, (ii) agrees (or is deemed to agree) that it will be bound by, and will take no actions contrary to, the provisions of the Intercreditor Agreement, (iii) authorizes (or is deemed to authorize) the ABL Representative on behalf of such Person to enter into, and perform under, the Intercreditor Agreement and (iv) acknowledges (or is deemed to acknowledge) that a copy of the Intercreditor Agreement was delivered, or made available, to such Person. Notwithstanding any other provision contained herein, this Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Agreement”), dated as of August 31, 2021, is made by RAW SUGAR, LLC, a Delaware limited liability company (“Sugar” and together with each other Person joined hereto from time to time, collectively, the “Grantors” and each a “Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION, a national banking association with an address at 2255 Glades Road, Suite 140W, Boca Raton, Fl. 33431, in its capacity as “Agent” under the Credit Agreement referenced below (together with its successors and assigns in such capacity, including any replacement or successor “Agent” appointed under the Credit Agreement, the “Agent”). All capitalized terms used herein and not otherwise defined herein shall have the same meanings assigned to such terms in the Credit Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Guaranty, and Security Agreement dated as of August 31, 2021 (as it may be amended, modified, supplemented, restated or replaced from time to time, the “Credit Agreement”; capitalized terms used herein but not otherwise defined herein shall have the respective meanings given thereto in the Credit Agreement) among Grantors, SUGAR BUYER, LLC, a Delaware limited liability company (“Holdings”), certain Guarantors party thereto, each other Person hereafter joined thereto as a borrower or guarantor from time to time, the various financial institutions named therein or which hereafter become a party thereto as lenders (collectively, the “Lenders”), and Agent, Agent and Lenders have made and/or will in the future make certain extensions of credit to the Grantors upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to such Credit Agreement, Grantors have granted to Agent, for its own benefit and for the ratable benefit of each other Secured Party, security interests in and to and Liens on substantially all of each Grantor's assets, including without limitation all of each Grantor's Intellectual Property and specifically including all of each Grantor's registered United States patents, trademarks and copyrights and all of each Grantor's filed United States patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (excluding only filed Intellectual Property that constitute Excluded Property (and then only for so long as such filed Intellectual Property would constitute Excluded Property)) (collectively, the "US Registered Intellectual Property"); and

WHEREAS, Grantors have agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Agent's Liens in the US Registered Intellectual Property,

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of Lien by any Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent and each other Secured Party, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the "Intellectual Property Collateral"):

(a) all of its registered United States copyrights and filed United States copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all of its registered United States trademarks and filed United States trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing (except to the extent any such filed United States trademark applications would constitute Excluded Property (and then only for so long as such filed United States trademark applications would constitute Excluded Property));

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(d) all of its registered/issued United States patents and filed United States patent applications, without limitation, those referred to on Schedule 1 hereto or on any Schedule

to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by any Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of any Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of any Grantor; and

(f) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

which such continuing security interest in and Lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations until the Payment in Full of the Obligations and the obligations of Agent and Lenders to make extensions of credit to any Grantor under the Credit Agreement or any Other Document are terminated. Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any Excluded Property.

Section 2. Credit Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Agent pursuant to the Credit Agreement, and Grantors hereby acknowledge and agree that the rights and remedies of the Agent with respect to the security interests and Liens in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein (provided that such rights and remedies are subject, at all times and in all cases, to the provisions of the Intercreditor Agreement). In the event of any conflict between this Agreement and the Credit Agreement, the Credit Agreement shall govern.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantors hereby authorize Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Reserved.

Section 6. Reserved.

Section 7. Events of Default and Remedies. The occurrence of any Event of Default under the Credit Agreement shall constitute an “Event of Default” under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Agent, in addition to all other rights, options, and remedies granted to Agent under the Credit Agreement or any Other Document, or otherwise available to Agent at law or in equity, may (subject at all times and in all cases to the provisions of the Intercreditor Agreement) exercise, for its own benefit and for the ratable benefit of each other Secured Party, either directly or through one or more assignees or designees, with respect to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Agent under the Credit Agreement or any Other Document, each Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor’s true and lawful attorney-in-fact, with the power, after the occurrence and during the continuance of an Event of Default as defined in Section 7 of this Agreement above, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Agent may reasonably deem necessary in order for Agent to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by Agent, its successors and assigns, and any officer, employee, attorney or agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue of the terms hereof and in accordance with the terms hereof and of the Credit Agreement and the other Loan Documents. This power of attorney is coupled with an interest and is and shall be irrevocable. Agent’s rights and remedies under this Section 8 shall at all times and in all cases be subject to the provisions of and the rights and remedies of the Term Debt Creditors under the Intercreditor Agreement.

Section 9. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

Section 10. Governing Law. This Agreement, , and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York. Without limiting the generality of the general incorporation of the Credit Agreement herein provided for above, the provisions of Section 16.1 of the Credit Agreement {agreements regarding, consents to and waivers regarding jurisdiction and venue}, Section 16.6 of the Credit Agreement {notices}, and Article XII of the Credit Agreement {certain waivers including waivers of the rights of jury trial} are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantors and Agent, and their respective successors and assigns,


except that no Grantor may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent and each Lender.

[Signature Pages Follow]

In witness whereof, Grantors have caused this Intellectual Property Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

GRANTORS:


RAW SUGAR, LLC

By:  _____
Name: Jose Minski
Title: President

In witness whereof, Grantors have caused this Intellectual Property Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Joseph Shylock
Title: SVP

Schedule 1
to
Intellectual Property Security Agreement





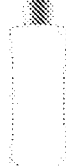
PATENTS, TRADEMARKS, AND COPYRIGHTS


1. Grantors' US patents and patent applications:

Loan Party	Patent Title	Application No.	Date of Application	Reg. No.	Date of Registration
Raw Sugar, LLC	Leak-Resistant Low-Friction Cosmetic Container and Applicator.	17/091,197	November 6, 2020	N/A	N/A
Raw Sugar, LLC	Canister lid with clip	D/499,440	August 14, 2014	D769,480	June 21, 2016
Raw Sugar, LLC	Bottle Top with Clip	29499445	August 14, 2014	D760078	Jun 28, 2016
Raw Sugar, LLC	Contact Lens Case	29506448	October 15, 2014	D755517	May 10, 2016
Raw Sugar, LLC	Bamboo Lip Balm Container	29599495	April 4, 2017	D828960	Sept. 18, 2018
Raw Sugar, LLC	Cosmetic Container	29/768,478	February 2, 2021	N/A	N/A

2. Grantors' US trademarks:

Loan Party	Trademark Title	Application No.	Date of Application	Reg. No.	Date of Registration
Raw Sugar, LLC	TRULY UNRULY	88/035,010	July 12, 2018	5718081	April 2, 2019
Raw Sugar, LLC	BOLERO BEVERLYHILLS	77768981	June 26, 2009	3951487	April 26, 2011
Raw Sugar, LLC	COLD PRESS TECHNOLOGY	86270860	May 3, 2014	4650717	December 2, 2014
Raw Sugar, LLC	DR. SPA	86/657,744	June 10, 2015	5115340	January 3, 2017
Raw Sugar, LLC	GLIDE-PUSH TECHNOLOGY	90135212	August 25, 2020	[1B Status]	N/A

Loan Party	Trademark Title	Application No.	Date of Application	Reg. No.	Date of Registration
Raw Sugar, LLC	LOOK FOR THE BAMBOO TOPS & WHITE BOTTLES	88239885	December 21, 2018	5805780	July 16, 2019
Raw Sugar, LLC	MIGHTY CURLS	88650253	October 10, 2019	6171078	October 6, 2020
Raw Sugar, LLC	PRO REMEDY	88659226	October 17, 2019	6223218	December 15, 2020
Raw Sugar, LLC		88334425	March 11, 2019	5802820	July 9, 2019
Raw Sugar, LLC	PURE SCALP THERAPY	88636923	September 30, 2019	6171040	October 6, 2020
Raw Sugar, LLC	RAW SUGAR	86232528	March 26, 2014	4634500	November 4, 2014
Raw Sugar, LLC		86447201	November 6, 2014	4884122	January 12, 2016
Raw Sugar, LLC	RAW MEN SMELL GOOD	88700000	November 20, 2019	6336071	April 27, 2021
Raw Sugar, LLC		88120455	September 17, 2018	5999700	March 3, 2020
Raw Sugar, LLC	RAW SUGAR	88796407	February 13, 2020	6298106	March 23, 2021
Raw Sugar, LLC	SIMPLY BAR SOAP	87832529	March 13, 2018	6217082	December 8, 2020
Raw Sugar, LLC	SIMPLY BODY WASH	87828308	March 9, 2018	5932819	December 10, 2019
Raw Sugar, LLC	SIMPLY HAND WASH	87828335	March 9, 2018	5932820	December 10, 2019
Raw Sugar, LLC	SUGAR NOTE	90259210	October 16, 2020	6410435	July 6, 2021
Raw Sugar, LLC		87222826	November 1, 2016	5331713	November 7, 2017
Raw Sugar, LLC		88120445	September 17, 2018	5900505	November 5, 2019

Loan Party	Trademark Title	Application No.	Date of Application	Reg. No.	Date of Registration
Raw Sugar, LLC		90089422	August 3, 2020	6324651	April 13, 2021
Raw Sugar, LLC		90089410	August 3, 2020	6324650	April 13, 2021
Raw Sugar, LLC		90089461	August 3, 2020	6324652	April 13, 2021
Raw Sugar, LLC		90089545	August 3, 2020	6324653	April 13, 2021
Raw Sugar, LLC		90089726	August 3, 2020	6324654	April 13, 2021
Raw Sugar, LLC		90089759	August 3, 2020	6324655	April 13, 2021
Raw Sugar, LLC		90089970	August 3, 2020	6324656	April 13, 2021
Raw Sugar, LLC	ALL THAT SHINES	88035054	July 12, 2018	5718082	April 2, 2019
Raw Sugar, LLC	SKINTEN	86733432	August 21, 2015	5205505	May 16, 2017
Raw Sugar, LLC	POP STUDIOS	86966980	April 6, 2016	5201420	May 9, 2017
Raw Sugar, LLC	POP STUDIOS	87387504	March 27, 2017	5460404	May 1, 2018
Raw Sugar, LLC	UNFILTERED BY RAWSUGAR	88633604	September 27, 2019	6171033	October 6, 2020

Loan Party	Trademark Title	Application No.	Date of Application	Reg. No.	Date of Registration
Raw Sugar, LLC	RAW SUGAR INITIATIVE	86928282	March 3, 2016	5063037	October 18, 2016

3. Grantors' US copyrights:

Loan Party	Copyright Title	Application No.	Date of Publication	Reg. No.	Date of Registration
Raw Sugar, LLC	Suds Character Bottle Design.	88/035,010	June 3, 2015	VA0002249862	April 29, 2021

EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Supplement") made as of this ___ day of _____, by RAW SUGAR, LLC, a Delaware limited liability company ("Sugar", and with each other Person joined hereto from time to time, collectively, the, collectively, "Grantors" and each a "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, a national banking association with an address at 2255 Glades Road, Suite 140W, Boca Raton, Fl. 33431, in its capacity as "Agent" under the Credit Agreement referenced below (together with its successors and assigns in such capacity, including any replacement or successor "Agent" appointed under the Credit Agreement, the "Agent"):

W I T N E S S E T H

WHEREAS, Grantors and Agent are parties to a certain Intellectual Property Security Agreement dated as of August 31, 2021 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "IP Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement;

WHEREAS, pursuant to the terms of the Credit Agreement, to secure the prompt payment and performance of all Obligations to Agent and each other Secured Party, Grantors have assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of each Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the Intellectual Property Collateral of each Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, Grantors have agreed that if the Grantor acquires any new US Registered Intellectual Property (excluding only Intellectual Property that constitute Excluded Property (and then only for so long as such Intellectual Property would constitute Excluded Property)), Grantor shall deliver within the time permitted by the IP Agreement to Agent a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantors shall reconfirm the grant by them of a security interest in all such newly acquired US Registered Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable,

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantors agree as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by any Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent and each other Secured

Party, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired (the "Intellectual Property Collateral"):

(a) the newly acquired US Registered Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any Excluded Property. Grantors agree that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantors hereby authorize Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable

A. Representations and Warranties. Grantor hereby represents and warrants to Agent and to the Lenders that Schedule I hereto sets forth a full, complete and correct list of all US Registered Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof (excluding only Intellectual Property that constitute Excluded Property).

2. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Signatures on Following Page]

IN WITNESS WHEREOF, Grantors have duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTORS:

RAW SUGAR, LLC

By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

[Signature Page to IP Security Agreement – Supplement Date _____]

**SCHEDULE I TO SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY
AGREEMENT**