

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM675705

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
82 Labs, Inc.		09/16/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive, HF150
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	88883924	MORE LABS AQUA+
Serial Number:	88492837	LIQUID FOCUS
Serial Number:	88492830	GET MORE DONE
Serial Number:	88408582	FOR WHEN YOU DRINK
Serial Number:	88170847	MORE LABS
Serial Number:	87836651	M O R E MORNING RECOVERY
Serial Number:	87836647	M O R E
Serial Number:	87791850	BOTTOMS UP TO A BETTER TOMORROW
Serial Number:	87791842	DO MORE THE NEXT DAY
Serial Number:	87791768	GET MORE OUT OF YOUR MORNING.
Serial Number:	87471069	MORNING RECOVERY

CORRESPONDENCE DATA

Fax Number:

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: 7033826485
 Email: DHall@vlplawgroup.com
 Correspondent Name: Davis Hall
 Address Line 1: 12703 Hitchcock Court
 Address Line 4: Reston, VIRGINIA 20191

TRADEMARK

NAME OF SUBMITTER:	Davis Hall
SIGNATURE:	/DavisHall/
DATE SIGNED:	09/21/2021
Total Attachments: 8 source=SVB_82 Labs_Intellectual Property Security Agreement_Executed_9-16-21#page1.tif source=SVB_82 Labs_Intellectual Property Security Agreement_Executed_9-16-21#page2.tif source=SVB_82 Labs_Intellectual Property Security Agreement_Executed_9-16-21#page3.tif source=SVB_82 Labs_Intellectual Property Security Agreement_Executed_9-16-21#page4.tif source=SVB_82 Labs_Intellectual Property Security Agreement_Executed_9-16-21#page5.tif source=SVB_82 Labs_Intellectual Property Security Agreement_Executed_9-16-21#page6.tif source=SVB_82 Labs_Intellectual Property Security Agreement_Executed_9-16-21#page7.tif source=SVB_82 Labs_Intellectual Property Security Agreement_Executed_9-16-21#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of September 16, 2021 by and between SILICON VALLEY BANK (“Bank”) and 82 LABS, INC. (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated November 21, 2018 (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

82 LABS, INC.

DocuSigned by:

C50C32FBD5084AD...

By: Josh Groff

Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

DocuSigned by:

8DC2565E0028463...

By: Justin Mauch

Title: Director

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		

EXHIBIT B

Patents

<u>Description</u>		<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
METHOD FOR GENERATING DIHYDROMYRICETIN (DHM) FORMULATION	A	15929100	01/31/2019

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MORE LABS AQUA+	88883924	04/23/2020
LIQUID FOCUS	88492837	06/28/2019
	6086996	06/23/2020
GET MORE DONE	88492830	06/28/2019
	6044015	04/28/2020
FOR WHEN YOU DRINK	88408582	04/30/2019
	6108869	07/21/2020
MORE LABS	88170847	10/26/2018
	6091781	06/30/2020
M O R E MORNING RECOVERY	87836651	03/16/2018
	5651466	01/08/2019
M O R E	87836647	03/16/2018
	5651465	01/08/2019
BOTTOMS UP TO A BETTER TOMORROW	87791850	02/09/2018
	5667487	01/29/2019
DO MORE THE NEXT DAY	87791842	02/09/2018
	5667486	01/29/2019
GET MORE OUT OF YOUR MORNING.	87791768	02/09/2018
	5758738	05/21/2019
MORNING RECOVERY	87471069	06/01/2017
	5429949	03/20/2018

EXHIBIT D

Mask Works

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		