

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM701665

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900657156

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FUNGUYS, INC.		11/16/2021	Corporation: DELAWARE
Four Sigma Foods, Inc.		11/16/2021	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Silicon Valley Bank, as Administrative Agent
<b>Street Address:</b>	3003 Tasman Drive, HF 150
<b>City:</b>	Santa Clara
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95054
<b>Entity Type:</b>	Corporation: CALIFORNIA

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	6035649	MUSHROOM MOBILE
Registration Number:	5945644	FOUR SIGMATIC
Registration Number:	5945642	EVERYDAY MAGIC
Registration Number:	6019358	SHROOM ROOM
Registration Number:	5464668	FOUR SIGMATIC SHROOM ROOM
Registration Number:	5764417	EVERYDAY MAGIC
Registration Number:	5561982	MUSHROOM ACADEMY
Registration Number:	5323400	MUSHROOM ACADEMY
Registration Number:	5150308	
Registration Number:	5133749	FOUR SIGMATIC
Registration Number:	5377202	SHROOM CLUB
Registration Number:	4957013	FOUR SIGMATIC
Serial Number:	90251363	FOUR SIGMATIC FOCUS BLEND MIX

## 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:** 800-494-5225  
**Email:** ipteam@cogencyglobal.com  
**Correspondent Name:** Stewart Walsh  
**Address Line 1:** 1025 Connecticut Ave NW, Suite 712  
**Address Line 2:** COGENCY GLOBAL Inc.  
**Address Line 4:** Washington, D.C. 20036

**ATTORNEY DOCKET NUMBER:** 1525257 TM

**NAME OF SUBMITTER:** NAOMI SAKATA

**SIGNATURE:** /NAOMI SAKATA/

**DATE SIGNED:** 01/12/2022

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of November 16, 2021, by and among (a) **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 1901 Main St Suite 300, Santa Monica, California 90405 ("Bank") and (b) (i) **FUNGUYS, INC.**, a Delaware corporation ("**Funguys**") and (ii) **FOUR SIGMA FOODS, INC.**, a Delaware corporation ("**Four Sigma**", and, together with Funguys, jointly and severally, individually and collectively, "**Borrower**") each with its principal place of business located at 1450 2nd Street, Suite 210, Santa Monica, California 90401 ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 as of the date hereof (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 its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, 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") (in each case other than any intent- to- use Trademarks or applications therefor, unless and until acceptable evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, et seq.));

(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.

3. Authorization. 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.

4. 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.

5. 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.

6. 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.

7. 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:**

**FUNGUYS, INC.**

DocuSigned by:  
By John George  
Name: John George  
Title: Chief Operating Officer

**FOUR SIGMA FOODS, INC.**

DocuSigned by:  
By John George  
Name: John George  
Title: Chief Operating Officer

**BANK:**

**SILICON VALLEY BANK**

DocuSigned by:  
By Michael Beckwith  
Name: Michael Beckwith  
Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
HEALING MUSHROOMS: A Practical and Culinary Guide to Using Mushrooms for Whole Body Health.	TX0008583390	2017-12-19

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None



EXHIBIT C

## Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
FOUR SIGMATIC FOCUS BLEND MIX	90251363	April 20 2021
MUSHROOM MOBILE	6035649	April 14, 2020
FOUR SIGMATIC	5945644	December 24, 2019
EVERYDAY MAGIC	5945642	December 24, 2019
Shroom Room	6019358	March 24, 2020
FOUR SIGMATIC SHROOM ROOM [Design]	5464668	May 8, 2018
Everyday Magic	5764417	My 28, 2019
Mushroom Academy	5561982	September 11 2018
Mushroom Academy	5323400	October 31, 2017
[Design]	5150308	February 28, 2017
Four Sigmatic	5133749	January 31, 2017
Shroom Club	5377202	January 9, 2018
Four Sigmatic	4957013	May 10, 2016

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None