

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM701356

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SEQUEL NATURALS ULC		07/28/2021	Unlimited Liability Company: CANADA
RECEIVING PARTY DATA			
Name:	ALLY BANK		
Street Address:	300 Park Avenue		
Internal Address:	4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4000231	MACASURE	
Registration Number:	6322790	PROTEIN MADE SIMPLE	
Registration Number:	6310248	SPRING IN YOUR STEP	
Registration Number:	3939840	VEGA	
Registration Number:	3622434	VEGA	
Registration Number:	5129244	VEGA	
Registration Number:	5493935	VEGA	
Registration Number:	5129245	VEGA	
Registration Number:	5129243	VEGA ONE	
Registration Number:	4342649	VEGA SPORT	
Registration Number:	4779880	VEGA SPORT PREPARE SUSTAIN RECOVER	
Registration Number:	4722094	SAVISEED	
Registration Number:	4698989	PREPARE SUSTAIN RECOVER	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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>			

CH \$340.00 4000231

Phone: 312-609-7798
Email: ablekhman@vedderprice.com
Correspondent Name: Aida Blekhman
Address Line 1: Vedder Price P.C.
Address Line 2: 222 North LaSalle Street, Suite 2500
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 31656.00.0119

NAME OF SUBMITTER: Aida Blekhman

SIGNATURE: /Aida Blekhman/

DATE SIGNED: 01/11/2022

Total Attachments: 7

source=Trademark Security Agreement#page1.tif
source=Trademark Security Agreement#page2.tif
source=Trademark Security Agreement#page3.tif
source=Trademark Security Agreement#page4.tif
source=Trademark Security Agreement#page5.tif
source=Trademark Security Agreement#page6.tif
source=Trademark Security Agreement#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of July 28, 2021 is made by SEQUEL NATURALS ULC, a British Columbia unlimited liability company located at 101-3001 Wayburne Drive, Burnaby, British Columbia, in favor of ALLY BANK, located at 300 Park Avenue, 4th Floor, New York, NY 10022, in its capacity as agent ("Agent") for itself and the other financial institutions (the "Lenders") from time to time party to the Credit Agreement (as defined herein).

W I T N E S S E T H:

WHEREAS, Grantor, certain of Grantor's affiliates, Agent and the Lenders have entered into that certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Agent and the Lenders have, subject to certain conditions precedent, agreed to make Loans (as defined in the Credit Agreement) to Grantor and certain of Grantor's affiliates; and

WHEREAS, Agent and the Lenders have required as a condition, among others, to the making of the Loans, in order to secure the payment and performance of Grantor's Obligations (as defined in the Credit Agreement), that Grantor execute and deliver this Agreement to Agent, for its benefit and the benefit of the Lenders.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agrees as follows:

1. Defined Terms.

- (i) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Credit Agreement shall have the meanings specified in the Credit Agreement.
- (ii) References to "Sections", and "Schedules" shall be to Sections, and Schedules, respectively, of this Agreement unless otherwise specifically provided. In this Agreement, the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation"; and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or".
- (iii) Any of the terms defined in this Agreement may, unless the context otherwise requires, be used in the singular or the plural depending on the reference.

2. Security Interest in Trademarks. To secure the payment and performance of the Secured Obligations, including all renewals, extensions, restructurings and refinancings of any or all of the Secured Obligations, Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantor's now owned or existing and filed and hereafter acquired or arising and

filed Trademarks (as defined in the Guarantee and Collateral Agreement), including those listed on Schedule A attached hereto;

3. Incorporation of Credit Agreement. The terms and conditions of the Credit Agreement are hereby incorporated into this Agreement by this reference. To the extent of any conflict between the terms and conditions of this Agreement and of the Credit Agreement, the terms and conditions of the Credit Agreement shall govern.
4. Nature and Continuation of Agent's and Lenders' Security Interest. This Agreement is made for collateral security purposes only.
5. Authority of Agent. Grantor hereby acknowledges that the rights and responsibilities of Agent under this Agreement with respect to any action taken by Agent or the exercise or non-exercise by Agent of any right or remedy provided for herein or resulting or arising out of this Agreement, shall be governed by the Credit Agreement.
6. Severability. The invalidity, illegality or unenforceability in any jurisdiction of any provision in or obligation under this Agreement shall not affect or impair the validity, legality or enforceability of the remaining provisions or obligations under this Agreement.
7. Modification. This Agreement cannot be altered, amended or modified in any way, except by a writing signed by all the parties hereto.
8. Binding Effect; Benefits. This Agreement shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of Agent and its successors and assigns as permitted by the Credit Agreement. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however that Grantor shall not assign its obligations hereunder without the prior written consent of Agent.
9. Governing Law. This Agreement shall be governed by and construed in accordance with the applicable laws set forth in the Credit Agreement.
10. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.
11. Section Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.
12. Execution in Counterparts. This Agreement and any amendments, waivers, consents, or supplements may be executed via facsimile or electronic (i.e., "pdf" or "tif") transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and

the same instrument. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

13. Right to Record Security Interest. Agent, on behalf of itself and the Lenders, shall have the right, but not the obligation, at the expense of Grantor, to record this Agreement in the United States Patent and Trademark Office, and Agent shall advise Grantor of such recordings. Upon the Payment in Full of the Obligations and termination of the Credit Agreement in accordance with its terms, Grantor shall have the right to effect the recording of such satisfaction or termination at the expense of Grantor, in the United States Patent and Trademark Office.


(Signature pages follow.)

(Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

GRANTOR:

SEQUEL NATURALS ULC

By:  _____

Name: Jose Minski

Title: Executive Managing Director

(Signature Page to Trademark Security Agreement)

AGENT:

ALLY BANK

By: _____



Justin Cosentino

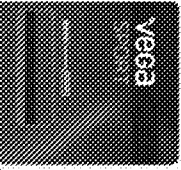

Authorized Signatory

SCHEDULE A

to Trademark Security Agreement

TRADEMARKS

Credit Party	Trademark	Country	Trademark Application Number	Trademark Application Date	Trademark Registration Number	Trademark Registration Date
Sequel Naturals LLC	MACASURE	United States of America	77802482	Aug-12-2009	4000231	Jul-26-2011
Sequel Naturals LLC	PROTEIN MADE SIMPLE	United States of America	88279307	Jan-28-2019	6322790	Apr-13-2021
Sequel Naturals LLC	SPRING IN YOUR STEP	United States of America	88770832	Jan-23-2020	6310248	Mar-30-2021
Sequel Naturals LLC	VEGA	United States of America	77965026	Mar-22-2010	3939840	Apr-5-2011
Sequel Naturals LLC	VEGA	United States of America	77585688	Oct-4-2008	3622434	May-19-2009
Sequel Naturals ULC	VEGA	United States of America	85548349	Feb-21-2012	5129244	Jan-24-2017
Sequel Naturals LLC	VEGA	United States of America	87606410	Sep-13-2017	5493935	Jun-12-2018
Sequel Naturals ULC	VEGA & Design (New Logo)	United States of America	85548454	Feb-21-2012	5129245	Jan-24-2017
Sequel Naturals ULC		United States of America	85548276	Feb-21-2012	5129243	Jan-24-2017
Sequel Naturals LLC	VEGA SPORT	United States of America	85757902	Oct-18-2012	4342649	May-28-2013

Credit Party	Trademark	Country	Trademark Application Number	Trademark Application Date	Trademark Registration Number	Trademark Registration Date
Sequel Naturals ULC	 VEGA SPORT PREPARE SUSTAIN RECOVER (and Design)	United States of America	86094570	Oct-17-2013	4779880	Jul-28-2015
Sequel Naturals ULC	SAVISEED	United States of America	85274132	December 6, 2010	4722094	December 6, 2010
Sequel Naturals ULC	Prepare Sustain Recover 	United States of America	86330221	Jul-7-2014	4698989	March-10-2015