

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM702959

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LINDORA WELLNESS, INC.		12/27/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AVIDBANK		
Street Address:	1732 N 1ST STREET		
Internal Address:	6TH FLOOR		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95112		
Entity Type:	BANKING CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	5358485	LEAN FOR LIFE BY LINDORA CLINIC	
Serial Number:	87642966	STAY-WEIGHT	
Serial Number:	87642937	CAPSIO-LIN	
Registration Number:	4302142	STAY-WEIGHT	
Serial Number:	85380393	RITE WEIGH	
Registration Number:	3203557	LINDORA BY PHONE	
Registration Number:	2901834	WEIGHTRAC	
Serial Number:	77877788	NEURODIET	
Registration Number:	3570327	LINDORA HEALTH CLINIC	
Registration Number:	3105308	METABOLIC FITNESS QUOTIENT	
Registration Number:	3228958	LEAN FOR LIFE	
Registration Number:	2456837	AT HOME BUT NOT ALONE	
Registration Number:	2484443	LINDORA	
Registration Number:	1942103	MITOCHONDRIAC	
Registration Number:	1868744	LEAN FOR LIFE!	
Serial Number:	88322464	LINDORAONLINE	
Serial Number:	88322462	LINDORACLINIC	
Serial Number:	88322455	LINDORACLINIC	

CH \$890.00 5358485

Property Type	Number	Word Mark
Serial Number:	88322449	LINDORAANYWHERE
Serial Number:	88322202	LINDORAFRESH
Serial Number:	88322199	LINDORAWELLNESS
Serial Number:	88322183	LINDORAFRESH
Serial Number:	88322178	LINDORAWELLNESS
Registration Number:	5861751	
Registration Number:	5861750	
Registration Number:	5861746	BOOST4
Registration Number:	5851080	CAPSIO-LIN+
Registration Number:	5851079	REM4
Serial Number:	88322186	LINDORANUTRITION
Serial Number:	88322212	LINDORANUTRITION
Serial Number:	88322208	
Serial Number:	88322191	
Registration Number:	4495056	LINDORA TLC
Registration Number:	2513566	FAT BURNING INDICATORS
Registration Number:	2295704	LINDORA MEDICAL CLINICS

CORRESPONDENCE DATA

Fax Number: 4048853900

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: 4048853868

Email: rusty.close@troutman.com

Correspondent Name: CHRISTOPHER CLOSE

Address Line 1: TROUTMAN PEPPER LLP

Address Line 2: 600 PEACHTREE STREET NE, SUITE 3000

Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	252807.000012
NAME OF SUBMITTER:	Christopher C Close, Jr.
SIGNATURE:	/Christopher C. Close Jr./
DATE SIGNED:	01/19/2022

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 27, 2021 by and among Lindora Wellness, Inc., a Delaware corporation and successor in interest to Lindora, LLC, a Delaware limited liability company (“Borrower”), and Avidbank (“Bank”).

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Bank and Borrower dated of August 31, 2018 and as amended from time to time, including pursuant to that certain Twelfth Amendment to Loan and Security Agreement dated on or around the date hereof (collectively, the “Loan Agreement”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Bank a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement or any other Loan Document (as defined in the Loan Agreement) now existing or hereafter arising between Borrower and Bank, Borrower grants to Bank a security interest in all of Borrower’s right, title and interest in, its intellectual property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

Borrower represents and warrants that as of the date hereof, Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Borrower hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any intellectual property which Borrower 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original hereof.

[SIGNATURE PAGE FOLLOWS]

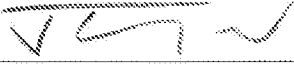
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Borrower:

17838 Fitch Avenue
Irvine, CA 92614
Attn: John Tangredi
Telephone: 949-439-1515
Email: john.tangredi@lindora.com

BORROWER:

LINDORA WELLNESS, INC.

By: 
Name: JOHN TANGREDI
Title: C.E.O.

Address of Bank:

1732 N 1st Street, 6th Floor
San Jose, California 95112
Attn: Samantha Kim
Telephone: 408-857-0255
Email: SKim@avidbank.com

BANK:

AVIDBANK

By: _____
Name: _____
Title: _____

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.

Address of Borrower:

2975 Red Hill Avenue, Suite 175
Costa Mesa, CA 92626
Attn: _____

BORROWER:

LINDORA WELLNESS, INC.


By: _____
Name: _____
Title: _____

Address of Bank:

1732 N 1st Street, 6th Floor
San Jose, California 95112
Attn: Samantha Kim
Telephone: 408-857-0255
Email: SKim@avidbank.com

BANK:

AVIDBANK

By:  _____
Name: Samantha Kim
Title: Vice President

SCHEDULE A

Copyrights

If None, check this box:

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>

SCHEDULE B





Patents

If None, check this box:

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue /Application Date</u>

SCHEDULE C

Trademarks

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application / Registration Date</u>
LEAN FOR LIFE BY LINDORA CLINIC	87352998	5358485	December 19, 2017
STAY-WEIGHT	87642966		October 12, 2017
CAPSIO-LIN	87642937		October 12, 2017
STAY-WEIGHT	85381678	4302142	March 12, 2013
RITE WEIGH	85380393		*
LINDORA BY PHONE	78681019	3203557	January 30, 2007
WEIGHTRAC	78328856	2901834	November 9, 2004
NEURODIET	77877788		*
LINDORA HEALTH CLINIC	77018771	3570327	February 3, 2009
METABOLIC FITNESS QUOTIENT	76551664	3105308	June 13, 2006
LEAN FOR LIFE	76478967	3228958	April 17, 2007
AT HOME BUT NOT ALONE	75821442	2456837	June 5, 2001
LINDORA	75819990	2484443	September 4, 2001
MITOCHONDIAC	74509968	1942103	December 19, 1995
LEAN FOR LIFE!	74459246	1868744	December 20, 1994
LINDORAONLINE	88322464		March 1, 2019
LINDORA CLINIC	88322462		March 1, 2019
LINDORA CLINIC	88322455		March 1, 2019
LINDORA ANYWHERE	88322449		March 1, 2019
LINDORA FRESH	88322202		March 1, 2019
LINDORA WELLNESS	88322199		March 1, 2019
LINDORA FRESH	88322183		March 1, 2019
LINDORA WELLNESS	88322178		March 1, 2019
	88322459	5861751	September 17, 2019
	88322452	5861750	September 17, 2019
BOOST4	88322214	5861746	September 17, 2019
CAPSIO-LIN+	88322220	5851080	September 3, 2019
REM4	88322216	5851079	September 3, 2019
LINDORA NUTRITION	88322186		March 1, 2019
LINDORA NUTRITION	88322212		March 1, 2019
	88322208		March 1, 2019
	88322191		March 1, 2019
LINDORA TLC	77877777	4495056	March 11, 2014
FAT BURNING INDICATORS	76009635	2513566	November 27, 2001
LINDORA MEDICAL CLINICS	75542416	2295704	November 30, 1999

*Indicates dead, abandoned or cancelled trademark