

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM703100

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
New Directions Aromatics Inc.		01/19/2022	Corporation: ONTARIO
Poya Marketing Ltd.		01/19/2022	Corporation: ONTARIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal		
<b>Street Address:</b>	250 Yonge Street		
<b>Internal Address:</b>	11th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5B 2L7		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6233367	N.D.A THE ESSENCE OF NATURE	
<b>Registration Number:</b>	4927088	POYA THE ESSENCE OF NATURE	
<b>Registration Number:</b>	5946162	NATURE FX	
<b>Serial Number:</b>	90650719	NEW DIRECTIONS AROMATICS NATURAL INGREDI	
<b>Serial Number:</b>	90560251	NATURE TINT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	14155911000		
<b>Email:</b>	TrademarksCH@winston.com		
<b>Correspondent Name:</b>	Becky L. Troutman, Winston & Strawn LLP		
<b>Address Line 1:</b>	101 California Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>NAME OF SUBMITTER:</b>	Becky L. Troutman		
<b>SIGNATURE:</b>	/Becky L. Troutman/ mp		
<b>DATE SIGNED:</b>	01/19/2022		

CH \$140.00 6233367

**Total Attachments: 7**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 19, 2022 (this "Agreement"), by New Directions Aromatics Inc., a corporation existing under the laws of the Province of Ontario and Poya Marketing Ltd., a corporation existing under the laws of the Province of Ontario (each, a "Grantor") in favor of Bank of Montreal, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties.

Reference is made to that certain Canadian Pledge and Security Agreement, dated as of January 19, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Canadian Security Agreement"), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of January 19, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Majestic Buyer Inc., a corporation existing under the laws of the Province of Ontario (which shall, together with New Directions Aromatics Inc., become New Directions Aromatics Inc. upon the Amalgamation) (the "Borrower"), Majestic Buyer Holdings Inc., a corporation existing under the laws of the Province of Ontario ("Holdings"), the Subsidiary Guarantors of the Borrower from time to time party thereto, the financial institutions from time to time party thereto as Lenders and Bank of Montreal, as administrative agent and collateral agent for the Lenders (in its capacity as administrative agent and collateral agent, the "Administrative Agent"). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03 of the Canadian Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Canadian Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of its Secured Obligations, each Grantor, pursuant to the Canadian Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "IP Collateral"):

A. all Trademarks, including the Trademark registrations and registration applications in the Canadian Intellectual Property Office or the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the Patent registrations and pending applications in the Canadian Intellectual Property Office or the United States Patent and Trademark Office listed on Schedule II hereto

C. all Copyrights, including the Copyright registrations and pending applications for registration in the Canadian Intellectual Property Office or the United States Copyright Office listed on Schedule III;

D. all Designs, including the Design registrations and pending applications for registration in the Canadian Intellectual Property Office listed on Schedule IV; and

E. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Each Grantor confirms that (i) value has been given by the Secured Parties to such Grantor, (ii) such Grantor has rights in its IP Collateral in which it has granted a security interest existing at the date hereof, (iii) this Agreement constitutes a “security agreement” as such term is defined in the PPSA, (iv) the security interests created by this Agreement are intended to attach with respect to IP Collateral that is now in existence, upon execution of this Agreement, and (v) such Grantor and the Collateral Agent have not agreed to postpone the time for attachment of the security interests granted hereunder in favour of the Collateral Agent to any of the IP Collateral of such Grantor.


SECTION 3. Canadian Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Canadian Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Canadian Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Canadian Security Agreement, the terms of the Canadian Security Agreement shall govern.

SECTION 4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the province of Ontario and the federal laws of Canada applicable therein.

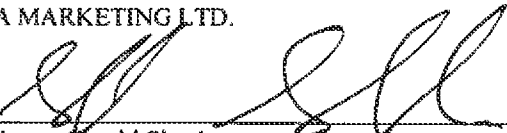
[Signature Pages Follow]

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

NEW DIRECTIONS AROMATICS INC.

By:   
Name: Gerald Sheehan  
Title: President

POYA MARKETING LTD.

By:   
Name: Gerald Sheehan  
Title: President

## SCHEDULE I

### TRADEMARKS

<b>JURISDICTION</b>	<b>REGISTERED OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Canada	NEW DIRECTIONS AROMATICS INC.	TMA1096663	Nature Tint
Canada	NEW DIRECTIONS AROMATICS INC.	TMA1085601	POYA The Essence of Nature
United States	NEW DIRECTIONS AROMATICS INC.	6233367	N.D.A THE ESSENCE OF NATURE
United States	POYA MARKETING LTD.	4927088	POYA THE ESSENCE OF NATURE
United States	POYA MARKETING LTD.	5946162	Nature FX

### TRADEMARK APPLICATIONS

<b>JURISDICTION</b>	<b>APPLICANT</b>	<b>APPLICATION NO.</b>	<b>TRADEMARK</b>
Canada	NEW DIRECTIONS AROMATICS INC.	2096131	New Directions Aromatics – Natural Ingredients Ethically Sourced & Design
Canada	NEW DIRECTIONS AROMATICS INC.	2030063	New Directions Aromatics abbreviation & Design
Canada	NEW DIRECTIONS AROMATICS INC.	2007840	New Directions Aromatics
Canada	NEW DIRECTIONS AROMATICS INC.	1980808	ECO LUMÉ SOY CANDLE WAX
Canada	POYA MARKETING LTD.	1952235	Nature FX
Canada	NEW DIRECTIONS AROMATICS INC.	2136541	BEREcare
United States	NEW DIRECTIONS AROMATICS INC.	90650719	NEW DIRECTIONS AROMATICS NATURAL INGREDIENTS ETHICALLY SOURCED
United States	NEW DIRECTIONS AROMATICS INC.	90560251	NATURE TINT

**SCHEDULE II**

PATENTS

Nil.

PATENT APPLICATIONS

Nil.

**SCHEDULE III**

COPYRIGHTS

Nil.

COPYRIGHT APPLICATIONS

Nil.



**SCHEDULE IV**

DESIGNS

Nil.

DESIGN APPLICATIONS

Nil.