

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705608

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOOD BRANDS LLC		01/28/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BLUE FOUNDRY BANK		
Street Address:	7 SYLVAN WAY		
City:	PARSIPPANY		
State/Country:	NEW JERSEY		
Postal Code:	07054		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Serial Number:	88276652	AMAZING RAW	
Serial Number:	88274522	BEYOND RESULTS	
Serial Number:	88274550	AMAZING RESULTS	
Serial Number:	88251895	LEAN 10	
Serial Number:	88251921	AMAZING WHEY	
Serial Number:	88251946	MAX BOOST	
Serial Number:	88251950	PRE BOOST EXTREME	
Serial Number:	88251957	BCAA PUNCH	
Serial Number:	88030084	AMAZING FOOD	
Serial Number:	88024744	PRE RISE	
Serial Number:	88024764	AMINO PUNCH	
Serial Number:	87921691	AMAZING MUSCLE	
Serial Number:	87711790	PURE NATURALS	
Serial Number:	87535279	AMAZING BODY	
Serial Number:	87535304	NATURE'S BOON	
Serial Number:	87393510	AMAZING INDIA	
Serial Number:	87393517	AMAZING OMEGA	
Serial Number:	87393523	AMAZING THERAPEUTICS	

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Property Type	Number	Word Mark
Serial Number:	87393530	AMAZING ORGANICS
Serial Number:	87393546	AMAZING AROMA
Serial Number:	87393691	SUN PURE
Serial Number:	87393698	HEALTH CONCEPTS
Serial Number:	87244659	AMAZING FLORA
Serial Number:	87179425	WHOLESOME GREENS
Serial Number:	87179431	HERBAL SECRETS
Serial Number:	86405573	AMAZING NUTRITION
Serial Number:	86000180	BEAUTY AURA

CORRESPONDENCE DATA

Fax Number: 8473301231

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: 847-330-6045

Email: adean@mpslaw.com

Correspondent Name: Amy Dean

Address Line 1: 1515 E. WOODFIELD RD.

Address Line 2: STE. 250

Address Line 4: SCHAUMBURG, ILLINOIS 60173

NAME OF SUBMITTER:	Evan D. Blewett
SIGNATURE:	/Evan D. Blewett/
DATE SIGNED:	01/31/2022

Total Attachments: 5

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- source=Trademark Security Agreement - Signed (03292299xAA9B3)#page2.tif
- source=Trademark Security Agreement - Signed (03292299xAA9B3)#page3.tif
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 28, 2022, by GOOD BRANDS LLC, a Delaware limited liability company ("Grantor" or "Borrower"), in favor of BLUE FOUNDRY BANK (the "Lender").

RECITALS

A. Grantor has entered into: (i) a Loan Agreement dated as of even date hereof with the Lender, among others (the "SBA Loan Agreement"); and (ii) a Business Loan Agreement dated as of even date hereof with the Lender, among others (the "LOC Loan Agreement" and, collectively with the SBA Loan Agreement, the "Loan Agreements"), pursuant to which the Lender has agreed to make certain loans to Grantor, among others, as outlined in the Loan Agreements.

B. The loans are further evidenced by: (i) that certain U.S. Small Business Administration Note dated as of even date herewith, made payable by Grantor and others to the order of Lender ("SBA Note"); and (ii) that certain Commercial Line of Credit Agreement and Note dated as of even date herewith, made payable by Grantor and others to the order of Lender ("LOC Note" and, collectively with the SBA Note, the "Notes")

C. Pursuant to the Loan Agreements, the Grantor is required to execute and deliver this Agreement to the Lender.

D. Pursuant to the terms of the Loan Agreements, Grantor has granted to the Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreements and related documents.

In consideration of the mutual agreements set forth herein, and in the Loan Agreements, Grantor does hereby grant to the Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in

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Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto, referred to as the "Trademark Collateral");

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Loan Agreements and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Agreement secures all obligations, debts and liabilities of the Notes and Loan Agreements, plus interest thereon, of Grantor to the Lender, as well as all claims by the Lender against Grantor, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Notes and Loan Agreement, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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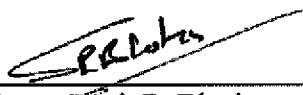
The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

GRANTOR:

GOOD BRANDS LLC, a Delaware limited liability company

By: AMAZING COMMERCE INC., a Delaware corporation, its Sole Member

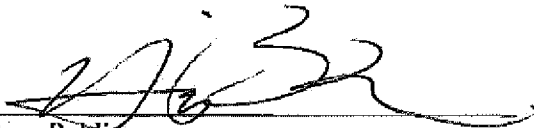
By: _____


Name: Samir R. Bhatia
Its: President

STATE OF New Jersey)
) SS.
COUNTY OF Bergen)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Samir R. Bhatia, the President of AMAZING COMMERCE INC., a Delaware corporation, the Sole Member of GOOD BRANDS LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said entities, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of January, 2022.



Notary Public

My Commission Expires:

Hajjin A. Shim, Esq.
An Attorney-At-Law of
the State of New Jersey

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

<u>ITEM NO.</u>	<u>WORD MARK</u>	<u>SERIAL #</u>	<u>REGISTRATION DATE</u>
1.	AMAZING RAW	88276652	PENDING
2.	BEYOND RESULTS	88274522	AUGUST 6, 2019
3.	AMAZING RESULTS	88274550	PENDING
4.	LEAN 10	88251895	AUGUST 6, 2019
5.	AMAZING WHEY	88251921	FEBRUARY 9, 2021
6.	MAX BOOST	88251946	MAY 19, 2020
7.	PRE BOOST EXTREME	88251950	JULY 23, 2019
8.	BCAA PUNCH	88251957	AUGUST 6, 2019
9.	AMAZING FOOD	88030084	JULY 14, 2020
10.	PRE RISE	88024744	FEBRUARY 18, 2020
11.	AMINO PUNCH	88024764	FEBRUARY 19, 2019
12.	AMAZING MUSCLE	87921691	OCTOBER 30, 2018
13.	PURE NATURALS	87711790	MAY 7, 2019
14.	AMAZING BODY	87535279	FEBRUARY 13, 2018
15.	NATURE'S BOON	87535304	FEBRUARY 13, 2018
16.	AMAZING INDIA	87393510	OCTOBER 24, 2017
17.	AMAZING OMEGA	87393517	OCTOBER 24, 2017
18.	AMAZING THERAPEUTICS	87393523	OCTOBER 24, 2017
19.	AMAZING ORGANICS	87393530	OCTOBER 24, 2017
20.	AMAZING AROMA	87393546	OCTOBER 24, 2017
21.	SUN PURE	87393691	OCTOBER 24, 2017
22.	HEALTH CONCEPTS	87393698	OCTOBER 2, 2018
23.	AMAZING FLORA	87244659	APRIL 25, 2017
24.	WHOLESOME GREENS	87179425	MAY 2, 2017
25.	HERBAL SECRETS	87179431	APRIL 25, 2017
26.	AMAZING NUTRITION	86405573	NOVEMBER 17, 2015
27.	BEAUTY AURA	86000180	JANUARY 13, 2015