

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707329

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Semprae Laboratories, Inc.		01/26/2022	Corporation:
RECEIVING PARTY DATA			
Name:	AVENUE VENTURE OPPORTUNITIES FUND II, L.P.		
Street Address:	11 West 42nd Street, 9th Floor		
Internal Address:	Attn: Todd Greenbarg		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	88746003	FLEXILON	
Serial Number:	88682675	SEMPRAE	
Serial Number:	88591106	FROM SCIENCE TO SOLUTION	
Serial Number:	88591092	SEMPRAE LABORATORIES FROM SCIENCE TO SOL	
Serial Number:	88312155	SEMPRAE LABORATORIES	
Serial Number:	87882036	ZESTRA	
Serial Number:	87878279	ZESTRA ESSENTIAL TINGLING OILS	
Serial Number:	87626461	ZESTRA	
Serial Number:	87601550	ZESTRA ESSENTIAL AROUSAL OILS	
Serial Number:	85445196	ZESTRA GLIDE	
Serial Number:	85284911	ZESTRA BLISS	
Serial Number:	78884404	ZESTRA	
CORRESPONDENCE DATA			
Fax Number:	6167423999		
<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>			
Phone:	6167423945		
Email:	hkooy@btlaw.com		

OP \$315.00 88746003

Correspondent Name: Barnes & Thornburg LLP
Address Line 1: 655 West Broadway, Suite 1300
Address Line 2: Hillary Kooy
Address Line 4: San Diego, CALIFORNIA 92101

ATTORNEY DOCKET NUMBER: 82485.12

NAME OF SUBMITTER: Hillary Kooy

SIGNATURE: /Hillary Kooy/

DATE SIGNED: 02/09/2022

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of January 26, 2022 (the "**Agreement**") between **AVENUE VENTURE OPPORTUNITIES FUND, L.P.** ("**Lender**") and **SEMPRAE LABORATORIES, INC.**, a Delaware corporation ("**Grantor**"), is made with reference to the Loan and Security Agreement, dated as of January 26, 2022 (as amended from time to time, the "**Loan Agreement**"), between Lender, **AVENUE VENTURE OPPORTUNITIES FUND II, L.P.**, Grantor, and the other Borrowers party thereto. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or 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 (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity; provided that such rights and remedies are subject to any applicable limitations arising under Article 9 of the Uniform Commercial Code. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every

right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies; provided that such rights, powers, and remedies are subject to any applicable limitations arising under Article 9 of the Uniform Commercial Code.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

SEMPRAE LABORATORIES, INC., a Delaware corporation

By: Joshua Disbrow

Name: Joshua Disbrow

Title: Chief Executive Officer

Address for Notices:

Attn: Mark Oki, CFO
373 Inverness Parkway, Suite 206,
Englewood, CO 80112

LENDER:

AVENUE VENTURE OPPORTUNITIES FUND, L.P.

By: Avenue Venture Opportunities Partners, LLC

Its: General Partner

By: _____

Name: Sonia Gardner

Title: Authorized Signatory

Address for Notices:

Attn: Todd Greenbarg
11 West 42nd Street, 9th Floor
New York, New York 10036
Tel: (212) 878-3523

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

SEMPRAE LABORATORIES, INC., a Delaware corporation

By: _____

Name: Joshua Disbrow

Title: Chief Executive Officer

Address for Notices:

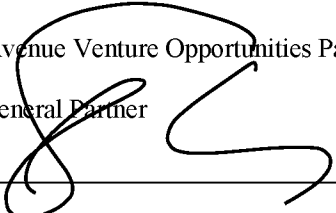
Attn: Mark Oki, CFO
373 Inverness Parkway, Suite 206,
Englewood, CO 80112

LENDER:

AVENUE VENTURE OPPORTUNITIES FUND, L.P.

By: Avenue Venture Opportunities Partners, LLC

Its: General Partner

By:  _____

Name: Sonia Gardner

Title: Authorized Signatory

Address for Notices:

Attn: Todd Greenbarg
11 West 42nd Street, 9th Floor
New York, New York 10036
Tel: (212) 878-3523

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

EXHIBIT B
TRADEMARKS¹

Please Check if No Trademarks Exist

	<u>Mark / Title</u>	<u>U.S. Serial No.</u>	<u>U.S. Registration No.</u>	<u>Filing Date</u>
1.	FLEXILON	88746003	6290564	Jan. 03, 2020
2.	SEMPRAE	88682675	6019061	Nov. 06, 2019
3.	FROM SCIENCE TO SOLUTION	88591106	6013513	Aug. 23, 2019
4.	SEMPRAE LABORATORIES FROM SCIENCE TO SOLUTION	88591092	6018062	Aug. 23, 2019
5.	SEMPRAE LABORATORIES	88312155	5899103	Feb. 22, 2019
6.	ZESTRA	87882036	5653542	Apr. 18, 2018
7.	ZESTRA ESSENTIAL TINGLING OILS	87878279	5636940	Apr. 16, 2018
8.	ZESTRA	87626461	5568663	Sep. 28, 2017
9.	ZESTRA ESSENTIAL AROUSAL OILS	87601550	5522796	Sep. 08, 2017
10.	ZESTRA GLIDE	85445196	4283722	Oct. 12, 2011
11.	ZESTRA BLISS	85284911	4155425	Apr. 04, 2011
12.	ZESTRA	78884404	3222491	May 16, 2006

¹ Trademarks 8 and 9 are registered to SEMPRAE LABORATORIES, INC., a California corporation. Please provide assignment from Semprae (CA) to Semprae (DE).

EXHIBIT C

PATENTS

Please Check if No Patents Exist

	<u>Status</u>	<u>App No.</u>	<u>Patent No.</u>
1.	Active	10/834162	US7875299
2.	Active	13/010756	US8128972
3.	Active	09/891526	US6737084