

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM710299

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Deed of Movable Hypothec		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goli Nutrition Inc.		10/13/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	105 St-Jacques Street		
Internal Address:	3rd floor		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H2Y 1L6		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	88261179	TASTE THE APPLE. NOT THE VINEGAR.	
Serial Number:	88261174	GOLI NUTRITION	
Registration Number:	6160088	HEALTH, MADE HAPPY	
Serial Number:	88335489	GOLI	
Serial Number:	88976981	GOLI	
Registration Number:	6255560	TASTE THE APPLE. NOT THE VINEGAR.	
Registration Number:	6047784	GOLI	
Serial Number:	88335537	G	
Serial Number:	88335527	G	
Serial Number:	88260529	GOLI	
Registration Number:	5915750	IT'S THE VITAMIN YOU'VE BEEN WAITING FOR	
Registration Number:	5613458	HEALTH MADE HAPPY	
Registration Number:	5587961	SWEET ZZZZ	
Registration Number:	5587960	GOOD BONES	
Registration Number:	5587729	MYBITE	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2024678800
Email: kdhoover@vorys.com
Correspondent Name: Vorys, Sater, Seymour and Pease LLP
Address Line 1: Attn: Laura T. Geyer
Address Line 2: P.O. Box 2255 - IPLAW@VORYS
Address Line 4: COLUMBUS, OHIO 43216-2255

ATTORNEY DOCKET NUMBER: 049089-000088

DOMESTIC REPRESENTATIVE

Name: Laura T. Geyer
Address Line 1: P.O. BOX 2255
Address Line 4: COLUMBUS, OHIO 43216-2255

NAME OF SUBMITTER: Laura Geyer

SIGNATURE: /Laura Geyer/

DATE SIGNED: 02/24/2022

Total Attachments: 48

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DEED OF MOVABLE HYPOTHEC

ON THIS thirteenth (13th) day of October, two thousand twenty-one (2021).

BEFORE Mtre. Angelo FEBBRAIO, Notary, practising in the City of Montréal, Province of Québec.

APPEARED: **BANK OF MONTREAL**, a Canadian chartered bank, having a place of business at 105 St-Jacques Street, 3rd floor, Montréal, Québec, H2Y 1L6, herein acting as hypothecary representative (*fondé de pouvoir*) under Article 2692 of the *Civil Code of Québec* and represented by Meriem BOUCHIBI, each its representative, duly authorized for the purposes hereof in virtue of a resolution, a copy or duplicate of which remains hereto annexed after having been acknowledged as true and signed for identification by each said representative in the presence of the undersigned Notary;

AND: **GOLI NUTRITION INC.**, a corporation incorporated under the *Canada Business Corporations Act*, having its registered office at 1 Westmount Square, Suite 1500, Montréal, Québec H3Z 2P9, herein acting and represented by Meriem BOUCHIBI, duly authorized for the purposes hereof in virtue of a resolution of its directors, a copy or duplicate of which remains hereto annexed after having been acknowledged as true and signed for identification by the said representative in the presence of the undersigned Notary;

AND: **13384853 CANADA INC.**, a corporation incorporated under the *Canada Business Corporations Act*, having its registered office at 4100-1155 Rene-Levesque Blvd. O, Montreal, Québec, H3B 3V2, herein acting and represented by Meriem BOUCHIBI, duly authorized for the purposes hereof in virtue of a resolution of its board of directors, a certified copy, an extract or a duplicate of which remains hereto annexed after having been acknowledged as true and signed for identification by the said representative in the presence of the undersigned Notary;

WHEREAS each Grantor (as defined below) has, under its governing law and constating documents, the power to mortgage, hypothecate, pledge or otherwise create security in all or any of its property, now owned or subsequently acquired, to secure the Obligations (as defined below) as provided for in this Deed;

WHEREAS all necessary proceedings and resolutions have been duly taken and passed by each Grantor and other actions have been taken to authorize the execution of this Deed and the grant of the security hereunder; and

WHEREAS as continuing collateral security for the fulfilment of the Obligations, each Grantor has agreed to hypothecate all of its right, title and interest both present and future, in and to the property, assets and rights more fully described herein.

NOW, THEREFORE, THE PARTIES HERETO HAVE AGREED AS FOLLOWS:

**ARTICLE I
INTERPRETATION**

Section 1.1 Definitions

Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement (as defined below). As used herein, the following terms have the following meanings unless there is something in the subject matter or context inconsistent therewith:

“**Charged Property**” means collectively the Claims, the Contracts, the Documents of Title, the Equipment, the Intellectual Property, the Inventory, the Leases, the Proceeds, the Records, the Securities, the Technical Information and all other movable property, assets or rights, present and future, corporeal and incorporeal, of each Grantor.

“**Civil Code**” means the *Civil Code of Québec*, as amended from time to time.

“**Claims**” means the universality consisting of all the right, title and interest of each Grantor from time to time in and to all present and future claims directly or indirectly held or owned by each Grantor, including, without limitation:

- (a) all accounts receivable, book accounts, book debts, Monetary Claims, loan receivables, Business Loans and Merchant Cash Advances, including principal, interest and accessories, debts, claims, customer accounts, all sums of money, claims arising from or related to deposits made into any savings or other accounts maintained with any bank or other financial institution together with all interest paid or payable thereon, rentals, revenues, income, receivables, sale proceeds, judgments, bills of exchange, bonds, shares, stocks, warrants, debentures, notes, negotiable instruments, certificates of deposit, letters of credit or guarantee, promissory notes, rebates, refunds, amounts owing by or claimable from the Crown or any departments, agents or agencies thereof and any other amounts or demands of every nature and kind howsoever arising (including, without limitation, those arising under Contracts), whether or not secured, which are now or become hereafter due or owing to each Grantor;
- (b) all movable and immovable security present or future including all legal or conventional hypothecs and other security held from time to time by each Grantor under or in connection with the foregoing; and
- (c) all indemnities and insurance proceeds and expropriation proceeds received, which may be received or to which each Grantor is or may become entitled.

“**Contracts**” means the universality consisting of all the right, title and interest of each Grantor from time to time in and to all present and future agreements, contracts, undertakings, options, licenses, permits or other documents and instruments (including hedging agreements) to which each Grantor is or may become a party or to the benefit of which each Grantor is or may become entitled and the benefit of all covenants, obligations, agreements, representations, warranties and undertakings in favour of each Grantor relating to any part of the Charged Property and all extensions, amendments, renewals or substitutions thereof or therefor

which may hereafter be effected or entered into and all benefits of each Grantor to be derived therefrom.

“**Credit Agreement**” means that certain credit agreement, to be dated on or about October 15, 2021, by and among the Grantors, as borrowers, the various lenders party thereto from time to time, as lenders, the Hypothecary Representative, as administrative agent, lead arranger and sole bookrunner, as same may be amended, restated, supplemented, replaced or otherwise modified from time to time.

“**Documents of Title**” means all or any part of any documents of title, whether negotiable or non-negotiable, including, without limitation, all warehouse receipts and bills of lading, in which each Grantor now or subsequently has an interest.

“**Equipment**” means the universality consisting of all the right, title and interest of each Grantor from time to time in and to all present and future equipment now owned or hereafter acquired by each Grantor, including, without limitation, all machinery, tools, equipment, computer equipment, building materials, construction materials, fittings, appliances, apparatus, telecommunications equipment, interior improvements, software, furniture, fixtures, furnishings and rolling stock and any movable equipment used in connection with the operation, security, maintenance, management, cleaning, landscaping, snow removal, repairs or improvements of or to any part of the Charged Property and all additions to, substitutions for, replacements of or accessions to any of the above and all attachments, components, parts and accessories.

“**Event of Default**” has the meaning given thereto in the Credit Agreement.

“**Grantor**” means Goli Nutrition Inc. and 13384853 Canada Inc. together with their respective successors and assigns as permitted under the Credit Agreement and “**Grantors**” is the collective reference thereto.

“**Hypothecary Representative**” means Bank of Montreal, acting as hypothecary representative (*fondé de pouvoir*) for all present and future creditors of the Obligations, including without limitation, the Secured Parties, in accordance with Article 2692 of the Civil Code, and includes its successors and assigns in such capacity.

“**Intellectual Property**” means the universality consisting of all the right, title and interest of each Grantor from time to time in and to all present and future trade-marks, trade-names, brands, trade dress, business names, uniform resource locators, domain names, tag lines, designs, graphics, logos and other commercial symbols and indicia of origin, goodwill, patents and inventions, copyrights, industrial designs, and other intellectual property rights, whether registered or not or the subject of a pending application for registration, owned by or licensed to each Grantor, including, without limitation, the intellectual property described in Schedule “A” hereto.

“**Inventory**” means the universality consisting of all the right, title and interest of each Grantor from time to time in and to all present and future goods in stock, inventory, merchandise, materials, raw materials, work in progress, finished goods, advertising, packaging and shipping materials and supplies owned by each Grantor or held on its behalf, including movable property held for the purpose of being sold, rented or altered by means of transformation or manufacturing process of a good destined for sale or for rent or with respect to services offered, or goods held by third parties with respect to a rental agreement, leasing contract, franchise contract or licence or other agreement executed with each

Grantor, regarding raw materials, manufactured or semi-manufactured or treated materials or products, or goods used or consumed in the business of each Grantor and all warehouse receipts, bills of lading and other documents or instruments now or hereafter issued with respect to the foregoing; goods that were part of any goods in stock which, pursuant to an alienation contract executed with respect thereto for the benefit of a third party, shall remain the property of each Grantor pursuant to a reservation of ownership in its favour shall be deemed to be goods in stock as long as the ownership thereof is not transferred to such third parties; are also deemed to be goods in stock, goods which, after having been alienated, have again become the property of each Grantor as a result of a resolution, termination or repossession.

“**Issuers**” means those corporations and other issuers listed on Schedule “B” and the issuers in respect of all Securities now or in the future held at any time or from time to time by each Grantor or its nominee or mandatary.

“**Leases**” means the universality consisting of all the right, title and interest of each Grantor from time to time in and to all present and future leases, subleases, offers to lease or sublease and other occupancy or tenancy agreements to which each Grantor is bound, whether as lessor or lessee thereunder, in each case for the time being in effect and shall include all revisions, alterations, modifications, amendments, extensions, renewals, replacements or substitutions thereof or therefor which may hereafter be effected or entered into.

“**Monetary Claims**” means (i) all monetary claims (within the meaning of Article 2713.1 of the Civil Code) and all rights relating thereto, (ii) all distributions, dividends or other amounts paid or payable in respect thereof, (iii) all other property that may at any time be received or receivable or otherwise distributed or distributable to the Grantors in respect of, in substitution for, in addition to or in exchange for, any of the foregoing, and (iv) all proceeds of disposition or collection of the foregoing.

“**Obligations**” means (i) all obligations as defined in the Credit Agreement such term initially being defined as all indebtedness and liabilities of the Obligors to the Agent and the Lenders and any of their respective Affiliates (including BMO Harris Bank) under or in connection with (a) the Credit Agreement or any other Loan Documents, including all obligations, indebtedness and liabilities under the Credit Facilities, (b) any cash management or treasury management arrangements or agreements and corporate credit cards, including all principal, interest, fees, indemnities, costs and expenses thereunder (c) the Hedge Contracts including all amounts owing, fees, indemnities, costs and expenses thereunder (other than any Excluded Swap Obligation) and (d) any Post Petition Interest, whether or not such Post Petition Interest is allowed as a claim in such proceeding and (ii) all existing and future obligations of the Grantors under this Deed.

“**Proceeds**” means the universality consisting of all proceeds and movable property, present and or future, in any form derived directly or indirectly from any dealing with all or any part of the Charged Property and any insurance of payment that indemnifies or compensates for such property lost, damaged or destroyed, and proceeds of proceeds and any part of such proceeds.

“**Records**” means the universality consisting of all present and future deeds, documents, books, manuals, papers, letters, invoices, writings and data (electronic or otherwise), recordings, evidencing or relating to the Charged Property or any part thereof including all copies and representations of the Intellectual Property in any form now known or in

the future developed or discovered including, without limitation, those on paper, magnetic and optical media, and all working papers, notes, charges, drawings, materials and diagrams created in the process of developing the Intellectual Property.

“**Secured Parties**” means, collectively, the Hypothecary Representative and the Lenders, and their respective successors, permitted transferees and permitted assigns.

“**Securities**” means the universality consisting of all the right, title and interest of each Grantor from time to time in and to all shares, partnership units, partnership interests, trust units, stocks, warrants, bonds, debentures, debenture stocks, any and all securities, other financial assets and security entitlements (as such terms are defined in the STA) issued by any Person (other than any Excluded Subsidiary) in which each Grantor now or hereafter has an interest and any part thereof, including the shares and units described in Schedule “B” hereof, if any, together with any renewals thereof, substitutions therefor and additions thereto and all certificates and instruments evidencing or representing the Securities and any and all other property that may at any time be received or receivable by or otherwise distributed to or acquired by each Grantor in any manner in respect of, or in substitution for, or in addition to, or in exchange for, or on account of, any of the foregoing, including, without limitation, any shares or other Securities resulting from the subdivision, consolidation, change, conversion or reclassification of any of the Securities, or the occurrence of any event which results in the substitution or exchange of such Securities.

“**Securities Accounts**” means all of the present or future securities accounts maintained for each Grantor by a securities intermediary, including all of the financial assets credited to such securities accounts, all related security entitlements and the agreements between each Grantor and the securities intermediary governing such securities accounts.

“**Special Assets**” has the meaning given thereto in Section 2.3 hereof.

“**STA**” means *An Act Respecting the Transfer of Securities and the Establishment of Security Entitlements (Québec)* or any other similar legislation, as in effect from time to time.

“**this Deed**”, “**these presents**” and similar expressions refer to this deed of hypothec including all schedules, amendments, supplements, extensions, renewals, replacements or restatements from time to time.

“**Technical Information**” means all know-how and information owned by or licensed to each Grantor, confidential or otherwise, including, without limitation, any information of a scientific, technical, financial or business nature regardless of its form.

Section 1.2 Severability

If any one or more of the provisions contained in this Deed shall for any reason be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Hypothecary Representative, be severable from and shall not affect any other provision of this Deed, but this Deed shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Deed.

Section 1.3 Interpretation and Headings

Each Grantor acknowledges that this Deed is the result of negotiations between the parties and shall not be construed in favour of or against any

party by reason of the extent to which any party or its legal counsel participated in its preparation or negotiation. The words “hereto”, “herein”, “hereof”, “hereby”, “hereunder” and similar expressions refer to the whole of this Deed, including, without limitation, these additional provisions, and not to any particular Section or other portion thereof or hereof and extend to and include any and every document supplemental or ancillary hereto or in implementation hereof. Words in the singular include the plural and words in the plural include the singular. Words importing the masculine gender include the feminine and neuter genders where the context so requires. Words importing the neuter gender include the masculine and feminine genders where the context so requires. The headings do not form part of this Deed and have been inserted for convenience of reference only. Any reference to “including” shall mean “including without limitation” whether or not expressly provided. If more than one Person is named as, or otherwise becomes liable for or assumes the obligations and liabilities of each Grantor, then all such Persons shall be solidarily liable for all such obligations and liabilities.

Section 1.4 Enurement

This Deed shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors (including any successor by reason of amalgamation) and permitted assigns of the parties hereto.

Section 1.5 Effective Date

The hypothec created hereunder shall take effect upon execution of this Deed by the parties hereto notwithstanding that there may not be any Obligations incurred or owing by each Grantor on the date hereof.

Section 1.6 Currency

All dollar references in this Deed are expressed in Canadian dollars.

ARTICLE 2 CHARGE

Section 2.1 Hypothec

To secure the full and timely payment and performance of the Obligations, each Grantor hereby hypothecates the Charged Property in favour of the Hypothecary Representative (for the benefit of the Secured Parties) in each case for the principal sum of THREE HUNDRED MILLION DOLLARS (\$300,000,000), together with interest thereon from the date hereof at the rate of twenty-five percent (25%) per annum, calculated semi-annually and not in advance.

The foregoing charging provision creates an individual hypothec granted by each Grantor to the Hypothecary Representative against the Charged Property owned or hereafter acquired by such Grantor.

Section 2.2 Continuing Security

The hypothec created herein is continuing security and will subsist notwithstanding any fluctuation or repayment of the Obligations hereby secured. Each Grantor shall be deemed to obligate itself again, as provided in Article 2797 of the Civil Code, with respect to any future obligation hereby secured.

Section 2.3 Special Assets

If any Contract, agreement, license or permit (the “Special Assets”) may not be hypothecated by its provisions, by virtue of Applicable Law or without the consent of a third party, the hypothec created hereby shall be

under the suspensive condition of such consent being obtained or such prohibition being waived or removed. Upon such consent being obtained, waived or removed or such legal prohibition ceasing to exist, the hypothec created hereunder shall automatically apply to such Special Asset without regard to this Section and without the necessity of any further assurance to effect such hypothecation. Unless and until the consent to such hypothecation is obtained as provided above or such legal prohibition ceases to be applicable, each Grantor shall, to the extent it may do so at law or pursuant to the provisions of the Special Assets in question hold all benefit to be derived from such Special Assets for the benefit of the Hypothecary Representative (including, without limitation, each Grantor's interest in any Special Asset which may be held for the benefit of each Grantor by a third party), as additional security for payment of the Obligations and shall deliver up all such benefit to the Hypothecary Representative, promptly upon demand by the Hypothecary Representative. If any Grantor enters into or is a party to any Contract, agreement, license or permit which constitutes a Material Contract or a Material License, as applicable, which may not be hypothecated by its provisions, by virtue of Applicable Law or without the consent of a third party, such Grantor will obtain the required consent or ensure that such prohibition is waived or removed within 15 Business Day of the entering into, or obtention of, such Material Contract or Material License.

ARTICLE 3
**ADDITIONAL PROVISIONS WITH RESPECT TO THE
HYPOTHEC ON CLAIMS**

Section 3.1 Debt Collection

The Hypothecary Representative hereby authorizes each Grantor to collect all Claims as and when they become due, save and except as otherwise provided for under the Credit Agreement or the terms hereof.

Section 3.2 Withdrawal of Authorization to Collect

Upon the occurrence and during the continuance of an Event of Default, the Hypothecary Representative may, at its discretion, withdraw the authorization granted above, by giving notice as prescribed by law, whereupon the Hypothecary Representative shall immediately be entitled to collect all Claims referred to in such notice. The debtors under such Claims shall comply with the notice received from the Hypothecary Representative and thereafter shall pay all Claims to the Hypothecary Representative without inquiry into the state of accounts between the Hypothecary Representative and each Grantor.

Section 3.3 Accounts and Records

Should the Hypothecary Representative serve a notice withdrawing the authorization granted to each Grantor to collect the Claims as provided for above, each Grantor hereby agrees that all accounts and records maintained by the Hypothecary Representative with respect to any such Claims received and their application by the Hypothecary Representative shall be *prima facie* conclusive and binding unless proven to be wrong or incorrect.

Section 3.4 Powers in Connection with Collection of Claims

Without limiting or otherwise restricting the Hypothecary Representative's rights as set forth herein or at law, upon the occurrence and during the continuance of an Event of Default, the Hypothecary

Representative is irrevocably authorized in connection with the collection of Claims, as each Grantor's agent and mandatary, to:

- (a) grant delays, take or abandon securities;
- (b) grant releases and discharges, whole and partial, with or without consideration;
- (c) endorse all cheques, drafts, notes and other negotiable instruments issued to the order of each Grantor in payment of Claims;
- (d) take conservatory measures and appropriate proceedings to obtain payment of Claims;
- (e) negotiate and settle out of court with the debtors of Claims, their trustee if there is a bankruptcy or insolvency, or any other legal representative, the whole as it deems appropriate; and
- (f) deal with any other matter relating to the Claims, in its discretion, without the intervention or the consent of each Grantor.

The Hypothecary Representative shall not, however, be liable for any damages or prejudice which may result from its fault, other than resulting from its gross or intentional fault.

Section 3.5 Collection of Claims by Grantor

If, despite the withdrawal of authorization by the Hypothecary Representative in accordance with the terms hereof, any Claims are paid to each Grantor following such withdrawal of authorization, each Grantor shall be deemed to have received such amounts as mandatary for the account and on behalf of the Hypothecary Representative and shall pay all such amounts to the Hypothecary Representative forthwith upon receipt.

Section 3.6 Further Assurances

As and when requested by the Hypothecary Representative, following the occurrence of an Event of Default and during the continuance thereof, each Grantor shall remit to the Hypothecary Representative all documents which are useful or necessary for the purposes set forth in this Article 3, shall sign any useful or necessary documents without delay, and, as the case may be, shall collaborate in the collection by the Hypothecary Representative of the Claims.

Section 3.7 Obligation of each Grantor to Provide Information relating to the Claims

Upon demand of the Hypothecary Representative, each Grantor undertakes to provide the Hypothecary Representative with a list of all its debtors and all its books, accounts, letters, invoices, papers, contracts, negotiable instruments, title documents, liens and other documents attesting to the existence of the whole or any part of the Claims or relating thereto. Each Grantor is also bound to assist the Hypothecary Representative and provide it with all information which the Hypothecary Representative may find useful in the collection of the Claims. The obligations contemplated in this Section 3.7 only arise following the occurrence of an Event of Default which is continuing.

Section 3.8 Secured Claims

Upon reasonable and written request by the Hypothecary Representative, each Grantor undertakes to deliver to the Hypothecary Representative forthwith a list of all Claims which are then vested in each Grantor and

which are secured by a hypothec granted by a third Person in favour of each Grantor and to provide the Hypothecary Representative with copies of the agreements or other documents evidencing such hypothec.

Section 3.9 Waiver

Each Grantor hereby waives any obligation the Hypothecary Representative may have to inform each Grantor of any irregularity in the payment of any Claims.

ARTICLE 4

**ADDITIONAL PROVISIONS WITH RESPECT TO THE
HYPOTHEC ON MONETARY CLAIMS**

Section 4.1 Interpretation

The following terms, when used in this Article 4, are to be interpreted within the meaning attributed to such terms in the Civil Code, unless otherwise herein defined: "account holder", "financial account", "control" and "control agreement".

Section 4.2 Monetary Claims Against the Hypothecary Representative

This Deed evidences a movable hypothec with delivery on the Monetary Claims forming part of the Charged Property which the Hypothecary Representative controls from time to time (in accordance with Article 2713.1 and following of the Civil Code). Each of the Grantors hereby irrevocably agrees and consents that (i) all present and future Monetary Claims of such Grantor existing from time to time against the Hypothecary Representative shall secure the payment and performance of the Obligations, and (ii) the Hypothecary Representative shall have control of all such Monetary Claims in accordance with Article 2713.3 of the Civil Code.

Section 4.3 Monetary Claims Against the Third Parties

If any Grantor now or hereafter acquires Monetary Claims against third parties, including without limitation any Claim resulting from sums which now or may in the future stand to the credit of any financial account held by such Grantor with any Person other than the Hypothecary Representative, such Grantor shall notify the Hypothecary Representative thereof in writing and, at the request of the Hypothecary Representative, promptly deliver to the Hypothecary Representative any and all such documents, agreements and other materials, and cause to be performed such acts, as may be required from time to time to provide the Hypothecary Representative with control over all such Monetary Claims, including a control agreement with each debtor of such Monetary Claims (including any person maintaining a financial account other than the Hypothecary Representative).

Section 4.4 Hypothec with Delivery

The hypothec with delivery and pledge over Monetary Claims created or evidenced by this Deed, except as to same being with delivery, will be governed by the terms and conditions applicable to the hypothec as set out in this Deed.

Section 4.5 Control and Subordination

Each Grantor shall not cause or permit any Person other than the Hypothecary Representative to have control of any of the Monetary Claims. Without limiting the foregoing, each Grantor further agrees and undertakes that it will not request or authorize that any other third party

becomes the account holder of any financial account held by it with any debtor of any Monetary Claim (including the Hypothecary Representative) at any time until the full and complete execution of the Obligations.

Section 4.6 Post-default Rights

Upon the occurrence and during the continuance of an Event of Default (and subject to any applicable cure periods), the Hypothecary Representative may:

- (a) transfer any Monetary Claim or any part thereof into its own name or that of a third party appointed by it;
- (b) use and compensate the Monetary Claims, in whole or in part, to pay any amount owed by the Obligors under the Obligations. To this end, the Hypothecary Representative may debit any financial account and declare due any term deposit recorded in such financial account. The Hypothecary Representative may apply any such sums to the payment of any of the Obligations, whether or not due. Any attribution of payment will be made in accordance with the provisions of the Credit Agreement; and
- (c) collect revenues, dividends and capital distributions and each Grantor will cease to have any right thereto and the Hypothecary Representative may either hold same as Charged Property or apply them in reduction of the Obligations.

ARTICLE 5
**PROVISIONS APPLICABLE TO THE HYPOTHEC ON
SECURITIES**

Section 5.1 Intentionally Omitted

[Intentionally Omitted]

Section 5.2 Delivery of Certificated Securities

All certificates or instruments representing or evidencing any Securities shall, immediately upon each Grantor acquiring, obtaining or becoming the holder of such certificates or instruments, be delivered to and held by the Hypothecary Representative pursuant hereto, its nominee or mandatary, and shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed undated instruments of transfer or assignment in blank, all in form and substance satisfactory to the Hypothecary Representative. Notwithstanding any other provision of this Deed or the Credit Agreement, (i) no Grantor shall be required to deliver to the Hypothecary Representative or its nominee or mandatary any Securities of Issuers that are not Subsidiaries if doing so would constitute a breach of any agreements entered into by the applicable Grantor and such Issuer, and (ii) each Grantor shall have 15 Business Days to obtain any required consents or approvals to pledge Securities of Subsidiaries that are not wholly-owned Subsidiaries.

Section 5.3 Delivery of Uncertificated Securities

To the extent that any of the Securities are “uncertificated securities” within the meaning of the STA and registered in the name of each Grantor or its nominee or mandatary, each Grantor shall upon request (i) use reasonable commercial efforts to cause the issuer of such uncertificated Securities to enter into a control agreement (as defined in the STA) as the Hypothecary Representative reasonably requires to ensure that the Hypothecary Representative has control (within the meaning of the STA) of such uncertificated securities, or (ii) cause the

issuer of such uncertificated Securities to register the uncertificated Securities in the name of the Hypothecary Representative or its nominee or mandatary.

Section 5.4 Delivery of Security Entitlements

If any Securities, whether certificated or uncertificated, or other financial asset (as such term is defined in the STA) now or hereafter acquired by each Grantor are held by a Grantor or its nominee through a securities intermediary in a Securities Account, such Grantor shall take all action reasonably necessary to cause such intermediary to enter into a control agreement with the Hypothecary Representative immediately upon each Grantor acquiring an interest in any security entitlements in financial assets held in a Securities Account, in form and substance satisfactory to the Hypothecary Representative, pursuant to which the securities intermediary will agree, among other things, to comply with entitlement orders originated by the Hypothecary Representative or its nominee without further consent by each Grantor or any other Person.

Section 5.5 Distributions and Other Matters

The Hypothecary Representative hereby authorizes each Grantor to manage and collect the dividends, cash, options, warrants, rights, instruments, distributions, returns of capital or principal, income, interest, profits and other property (debt or equity), proceeds, fruits and revenues (the “Distributions”) from the Securities comprising the Charged Property, save and except as otherwise provided for under the terms of the Credit Agreement, the terms hereof or any other written agreement between each Grantor and the Hypothecary Representative. Such authorization may nevertheless be withdrawn upon the occurrence and during the continuance of an Event of Default, whereupon the Hypothecary Representative shall be free to collect such Distributions and apply such sums (net of all collection costs) in such manner as the Hypothecary Representative shall deem appropriate, subject to the terms of the Credit Agreement, without any interference or consent on the part of each Grantor and without being bound (to the fullest extent permitted by law) by the rules respecting the administration of the property of others.

Section 5.6 Collection of Distributions by each Grantor

Any amount received by each Grantor with respect to the said Distributions after a withdrawal of authorization as aforesaid shall be deemed so received as mandatary or depositary of the Hypothecary Representative and shall forthwith be remitted to the Hypothecary Representative without demand or notice, the whole without prejudice to the recourses of the Hypothecary Representative against the third party debtors.

Section 5.7 Voting - Interpretation

As used in this Article 5, “voting rights” includes the right to attend and vote at any meeting, to sign a resolution in writing in lieu of a meeting or of a resolution passed at a meeting and the right to nominate and direct a proxy.

Section 5.8 Each Grantor to exercise voting rights, etc.

Until the occurrence of an Event of Default which is continuing, and subject to the terms of this Deed and any other Loan Document, each Grantor may:

- (a) exercise any and all voting rights and all rights of conversion, exchange or retraction or other similar rights with respect to any of

the Securities, provided that any property arising from any such conversion, exchange or retraction shall form part of the Charged Property; and

- (b) receive any and all notices or other communications delivered in respect of the Securities.

Section 5.9 Hypothecary Representative to exercise voting rights

Each Grantor hereby grants to the Hypothecary Representative an irrevocable proxy to exercise all voting rights and corporate rights relating to the Securities which proxy shall be effective, at the discretion of the Hypothecary Representative, upon the occurrence and during the continuance of an Event of Default. After the occurrence and during the continuance of an Event of Default and upon request of the Hypothecary Representative, each Grantor hereby agrees to deliver to the Hypothecary Representative such further evidence of such irrevocable proxy or such further irrevocable proxies to vote the Securities as the Hypothecary Representative may request. In addition, after the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver to the Hypothecary Representative copy of any and all notices and other communications delivered in respect of the Securities.

Section 5.10 Rights and Duties of the Hypothecary Representative

The Hypothecary Representative may, at its sole and unfettered discretion, require each Grantor to do all such acts and things that are necessary for the Hypothecary Representative, the Hypothecary Representative's mandatary or a nominee of the Hypothecary Representative to receive physical delivery or control, as applicable, of the Securities, including providing any consent of each Grantor as a registered holder of the Securities or an entitlement holder, as the case may be, necessary for such control to be obtained by the Hypothecary Representative. Notwithstanding any such physical delivery or control, prior to the occurrence of an Event of Default which is continuing, Section 5.8 shall continue to apply and upon such physical delivery or control, the Hypothecary Representative shall provide each Grantor with such proxies and other written authorizations as may reasonably be requested by each Grantor to enable each Grantor to exercise the rights and take the actions described in Section 5.8.

Upon the occurrence of an Event of Default which is continuing and following notice from the Hypothecary Representative, all of each Grantor's rights pursuant to Section 5.5 and Section 5.8 shall cease and the Hypothecary Representative may enforce any of each Grantor's rights with respect to the Securities. Upon an Event of Default which is continuing, each Grantor shall and shall be deemed to hold all Proceeds and Securities which is not under the control of the Hypothecary Representative as mandatary or depository, separate and apart from other property and assets of each Grantor, for the benefit of the Hypothecary Representative until all Obligations owing by each Grantor to the Hypothecary Representative have been paid in full, and shall forthwith transfer control of such Proceeds and Securities to the Hypothecary Representative, or its nominee or mandatary, as the Hypothecary Representative may direct. Subject to Applicable Laws, the Hypothecary Representative and its nominee or mandatary shall act with the same prudence and diligence in the custody and preservation of the Securities as it would with its own property. The Hypothecary Representative or its mandatary or nominee may take no steps to defend or preserve each Grantor's rights against the claims or demands of others.

The Hypothecary Representative hereby agrees with each Grantor to the waiver of its rights under Article 2714.6 of the Civil Code.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES

Section 6.1 Securities

Each Grantor hereby represents and warrants, as of the date hereof, to and in favour of the Hypothecary Representative that:

- (a) Schedule "B" hereof sets forth all of the Securities owned by the Grantor and that the Grantor is the registered holder of record of the Securities listed in such Schedule "B", if any, by good and valid title, free and clear of all Liens whatsoever other than the Permitted Liens;
- (b) except as disclosed in Schedule "B", the Securities which constitute securities of the Issuers represent all of the issued and outstanding securities of the Issuers held by the Grantor and all of the warrants and options related thereto as of the date of this Deed;
- (c) to such Grantor's knowledge, all of the Securities listed in Schedule "B", if any, have been duly and validly issued, are fully paid and non-assessable and all options to purchase, warrants or similar rights related thereto are in full force and effect;
- (d) other than Permitted Liens, it has not ceded, assigned, transferred or set over its rights, interest and benefits in the Securities listed in Schedule "B", if any, to any Person nor has it performed any act or executed any other instrument which might prevent the Hypothecary Representative from exercising its rights under this Deed in respect of the hypothecated Securities or which would limit the Hypothecary Representative in any such rights;
- (e) none of the rights of the Grantor arising as the owner and holder of record of the Securities have been surrendered, cancelled or terminated;
- (f) all of the Securities are certificated and the partnership agreement, articles of association or other constating documents, as applicable, of each Issuer that is a partnership or limited liability company expressly states that the Securities thereof are "securities" for the purposes of the STA; and
- (g) the Grantor has not given its consent to any agreement whereby any of the Issuers agree to comply with instructions that are originated by any Person other than the Grantor in respect of any Securities that constitute uncertificated securities, other than any such consents given by the Grantor relating to agreements for instructions to be originated by the Hypothecary Representative.

Section 6.2 Claims Secured by Registered Hypothec

Each Grantor has no Claim which is secured by registered hypothec, other than those indicated in Schedule "C" hereof.

Section 6.3 Monetary Claims

As of the date hereof, each Grantor hereby represents and warrants to and in favour of the Hypothecary Representative that, as of the date hereof, it has not granted in favour of any third person a movable hypothec with delivery on a Monetary Claim.

Section 6.4 Accounts with Financial Intermediaries

Each Grantor hereby represents and warrants to and in favour of the Hypothecary Representative that, to such Grantor's knowledge, the Securities Accounts (if any) are enforceable in accordance with their terms against the applicable securities intermediary without any hypothec or other Lien held by such securities intermediary or right of set-off, netting or consolidation other than for normal charges applicable to the maintenance of such accounts and brokerage fees incurred in the ordinary course of business.

All representations and warranties of each Grantor made in this Deed are material, shall survive and shall not merge upon the execution and delivery of this Deed and shall continue in full force and effect. The Hypothecary Representative shall be deemed to have relied upon such representations and warranties notwithstanding any investigation made or lack thereof by or on behalf of the Hypothecary Representative at any time.

ARTICLE 7 COVENANTS

The Grantors hereby covenant:

Section 7.1 Information

To give notice in writing to the Hypothecary Representative:

- (a) of any change whatsoever in any representations and warranties hereinabove mentioned in Article 6, upon the reasonable request of the Hypothecary Representative from time to time (but no more than once per Fiscal Quarter), within 30 days of such request;
- (b) of the acquisition of any immovable property by each Grantor; and
- (c) of any failure of any security intermediary in respect of a Securities Account in payment or performance of obligations due to each Grantor which may affect the Charged Property, upon the reasonable request of the Hypothecary Representative from time to time (but no more than once per Fiscal Quarter), within 30 days of such request.

Section 7.2 Covenants in Credit Agreement

All of the covenants made by each Grantor as set out in the Credit Agreement are hereby made by each Grantor, are incorporated herein by reference, and apply mutatis mutandis to this Deed.

ARTICLE 8 REMEDIES

Section 8.1 Enforcement

Upon the occurrence and during the continuance of an Event of Default (and subject to any applicable cure periods), the security created under this Deed shall become enforceable and the Hypothecary Representative shall, in addition to any other rights, recourses and remedies it has under this Deed and otherwise at law, forthwith be entitled to exercise any and all hypothecary rights prescribed by the Civil Code.

Section 8.2 Mandatary

Upon the occurrence and during the continuance of an Event of Default (and subject to any applicable cure periods), the Hypothecary Representative may appoint any one or more mandataries who shall be

entitled to perform the powers vested in the Hypothecary Representative pursuant to this Deed and at law. Upon the appointment of a mandatory or mandataries from time to time, the following provisions shall apply:

- (a) every such mandatory shall be the irrevocable mandatory of each Grantor for the exercise of the rights, recourses and remedies available to the Hypothecary Representative and which are performed by such mandatory;
- (b) every such mandatory, in carrying out the duties delegated to it by the Hypothecary Representative, shall be entitled to exercise all of the same rights, powers and discretions available to the Hypothecary Representative hereunder or at law in respect of such matters;
- (c) the mandatory shall be entitled to deduct reasonable remuneration out of the receipts from any part of the Charged Property;
- (d) every such mandatory shall, so far as concerns responsibility for his acts or omissions, be deemed the mandatory of, or employed or engaged by each Grantor and in no event the mandatory or employee of the Hypothecary Representative; and
- (e) the appointment of every such mandatory by the Hypothecary Representative shall not incur or create any liability on the part of the Hypothecary Representative to the mandatory in any respect and such appointment or anything which may be done by any such mandatory or the removal of any mandatory or termination of any such appointment or engagement shall not have the effect of creating any liability of any nature whatsoever of any such mandatory towards each Grantor, except in case of gross or intentional fault.

Section 8.3 Hypothecary Representative's Right to Perform Obligations

If any Grantor shall fail, refuse or neglect to make any payment or perform any act required hereunder, then while any Event of Default exists and is continuing, and without notice to or demand upon each Grantor and without waiving or releasing any other right, remedy or recourse the Hypothecary Representative may have because of such Event of Default, the Hypothecary Representative may (but shall not be obligated to) make such payment or perform such act for the account of and at the expense of the Grantors, and shall have the right to take all such action and undertake such expenditures as it may deem necessary or appropriate in order to protect and preserve the Charged Property or the rights of the Secured Parties. If the Hypothecary Representative shall elect to pay any sum due with reference to the Charged Property, the Hypothecary Representative may do so in reliance on any bill, statement or assessment procured from the appropriate governmental authority or other issuer thereof without inquiring into the accuracy or validity thereof. Similarly, in making any payments to protect the security intended to be created hereunder, the Hypothecary Representative shall not be bound to inquire into the validity of any apparent or threatened adverse Lien, title, hypothec, encumbrance, claim or charge before making an advance for the purpose of preventing or removing the same.

Section 8.4 Mise en demeure

Except as otherwise expressly herein provided, or in any other Loan Document, or required by law, no notice or mise en demeure of any kind shall be required to be given to the Grantors by the Hypothecary Representative for the purpose of putting any Grantor in default, such Grantor being in default by the mere lapse of time allowed for the

performance of an obligation or by the mere occurrence of an event constituting an Event of Default.

Section 8.5 Exercise of Recourses

In exercising any of the rights, recourses or remedies available hereunder, the Hypothecary Representative may at its discretion, in respect of all or any part of the Charged Property or any other security held by the Hypothecary Representative, exercise such rights, recourses and remedies as are available hereunder or at law, as it elects to exercise, without prejudicing the other rights, recourses and remedies available to the Hypothecary Representative in respect of all or part of the Charged Property or any other security held by the Hypothecary Representative. The Hypothecary Representative may exercise any of such rights, recourses and remedies in respect of all or any part of the Charged Property (or any other security held by the Hypothecary Representative), simultaneously or successively. It is further understood that the Hypothecary Representative shall be entitled to exercise and enforce all of the rights and remedies available to it, free from any control of the Grantors provided, however, that the Hypothecary Representative shall not be bound to realize any specific security nor exercise any right or remedy as aforesaid and shall not be liable for any loss which may be occasioned by any failure to do so. The obligation of the Hypothecary Representative to commence or continue any act, action or proceeding under this Deed shall, at the option of the Hypothecary Representative, be conditional upon the Secured Parties furnishing, when required, sufficient funds to commence or continue such action or proceeding and indemnity reasonably satisfactory to the Hypothecary Representative.

Section 8.6 Application of Proceeds

All Proceeds collected by the Hypothecary Representative upon any sale or other disposition of the Charged Property, together with all other moneys received by the Hypothecary Representative hereunder, shall be applied in accordance with the terms of the Credit Agreement.

Section 8.7 Surrender

If a prior notice of the Hypothecary Representative's intention to exercise a hypothecary right is given to any Grantor, such Grantor shall, and shall cause any other Person in possession of the Charged Property subject to such prior notice and then belonging to such Grantor, to immediately surrender same to the Hypothecary Representative and shall execute, and cause to be executed, all deeds and documents required to evidence such surrender to the Hypothecary Representative.

Section 8.8 Extension of Time and Waiver

Neither any extension of time given by the Hypothecary Representative to any Grantor or any Person claiming through such Grantor, nor any amendment to this Deed or other dealing by the Hypothecary Representative with a subsequent owner of the Charged Property will in any way affect or prejudice the rights of the Hypothecary Representative against such Grantor or any other Person or Persons liable for payment of the Obligations. The Hypothecary Representative may waive any Event of Default in its sole discretion. No waiver will extend to a subsequent Event of Default, whether or not such subsequent Event of Default is the same as or similar to the Event of Default waived, and no act or omission by the Hypothecary Representative will extend to, or affect, any subsequent Event of Default or the rights of the Hypothecary Representative arising from such Event of Default. Any such waiver must be in writing and signed by the Hypothecary Representative. No failure on the part of the Hypothecary Representative or the Grantors to

exercise, and no delay by the Hypothecary Representative or the Grantors in exercising, any right pursuant to this Deed will operate as a waiver of such right. No single or partial exercise of any such right will preclude any other or further exercise of such right.

ARTICLE 9
**ADDITIONAL RIGHTS OF THE HYPOTHECARY
REPRESENTATIVE**

Each Grantor agrees that upon the occurrence and during the continuance of an Event of Default (and subject to any applicable cure periods), the following provisions shall apply to supplement the provisions of any Applicable Law and without limiting any other provisions of this Deed or the other Loan Documents dealing with the same subject matter:

- (a) The Hypothecary Representative shall be the irrevocable mandatary of each Grantor, with power of substitution, in respect of all matters relating to the enforcement of all rights, recourses and remedies of the Hypothecary Representative. The Hypothecary Representative shall, as regards all of the powers, authorities and discretions vested in it hereunder, have the absolute and unfettered discretion as to the exercise thereof whether in relation to the manner or as to the mode or time for their exercise.
- (b) Without limiting the generality of paragraph (a) hereinabove, but subject to the Credit Agreement and Applicable Law, each Grantor agrees that the Hypothecary Representative may, but is not obliged to, at the expense of each Grantor, for the purposes of protecting or realizing upon the value of the Charged Property or its rights:
 - (i) cease or proceed with, in any way the Hypothecary Representative sees fit, any enterprise of each Grantor, and the administration of the Charged Property, including, without limitation, the generality of the foregoing:
 - (A) sign any loan agreement, security document, lease, service contract, construction contract, management contract, development contract, maintenance contract or any other agreement, contract, deed or other document in the name of and on behalf of each Grantor in connection with the Charged Property or any enterprise operated by or on behalf of each Grantor and renew, cancel or amend from time to time any such agreement, contract, deed or other document;
 - (B) maintain, repair, renovate, operate, alter, complete, preserve or extend any part of the Charged Property in the name of each Grantor including undertaking or completing any construction work at each Grantor's expense;
 - (C) consent to or terminate in the name of each Grantor any servitude or other real right affecting the Charged Property;
 - (D) reimburse for and on behalf of each Grantor any third Person having a claim against any part of the Charged Property;
 - (E) borrow money or lend its own funds for the purposes of preserving, maintaining, renovating, repairing or replacing the Charged Property or any part thereof; and
 - (F) receive the revenues, rents, fruits, products and profits from the Charged Property and endorse any cheque, securities or other instrument;

- (ii) dispose of any part of the Charged Property likely to rapidly depreciate or decrease in value;
 - (iii) use the information it has concerning each Grantor or any information obtained during the exercise of its rights;
 - (iv) fulfil any of the undertakings of each Grantor or of any other Person;
 - (v) use, administer and exercise any other right pertaining to the Charged Property; and
 - (vi) do all such other things and sign all documents in the name of each Grantor as the Hypothecary Representative may deem necessary or useful for the purposes of exercising its rights, recourses and remedies hereunder, under the Credit Agreement or under Applicable Law.
- (c) In the event of the exercise by the Hypothecary Representative of any right, recourse or remedy following the occurrence and during the continuance of an Event of Default:
- (i) the Hypothecary Representative shall only be accountable to each Grantor to the extent of its commercial practice and within the delays normally observed by the Hypothecary Representative and the Hypothecary Representative shall not be obliged to, with respect to the Charged Property or any enterprise operated by or on behalf of the each Grantor:
 - (A) make inventory, take out insurance or furnish any security;
 - (B) advance any sums of money in order to pay any expenses, not even those expenses that may be necessary or useful; or
 - (C) maintain the use for which the enterprise of each Grantor is normally intended, make it productive or continue its use;
- and shall not be held liable for any loss whatsoever other than as a result of its gross or intentional fault;
- (ii) subject to the provisions of Section 8.6 hereof, any and all sums of money remitted to or held by the Hypothecary Representative may be invested at its discretion, without the Hypothecary Representative being bound by any legislative provisions relating to the investment or administration of the property of others; the Hypothecary Representative is not obliged to invest or pay interest on amounts collected even where such amounts exceed the amounts due by each Grantor;
 - (iii) the Hypothecary Representative may itself, directly or indirectly, become the owner of the whole or any part of the Charged Property to the extent not prohibited by law;
 - (iv) the Hypothecary Representative may, at the time it exercises its rights, renounce to a right belonging to any Grantor, make settlements and grant discharges and mainlevées, even without consideration;
 - (v) in the event the Hypothecary Representative exercises its hypothecary right of taking in payment and any Grantor requires the Hypothecary Representative to sell the whole or

any part of the Charged Property, each Grantor acknowledges that the Hypothecary Representative shall not be required to renounce to its hypothecary right of taking in payment unless, prior to the expiration of the time limit to surrender, the Hypothecary Representative (i) shall have received security, which the Hypothecary Representative deems satisfactory, to the effect that the sale will be made at a price sufficient to enable the Hypothecary Representative to be paid its claim in full, (ii) shall have been reimbursed the costs it shall have incurred, and (iii) shall have been advanced all amounts necessary for the sale of the Charged Property;

- (vi) in the event that the Hypothecary Representative sells the whole or any part of the Charged Property, it will not be required to obtain any prior appraisal from a third party; and
 - (vii) the sale of the Charged Property may be made with legal warranty on the part of the Grantors or, at the option of the Hypothecary Representative, with total or partial exclusion of warranty.
- (d) The Hypothecary Representative shall only be bound to exercise reasonable prudence and diligence in the execution of its rights and performance of its obligations under the terms of this Deed or at law and the Hypothecary Representative shall not be responsible for prejudice that may result from its fault or that of its mandataries or representatives, except if resulting from gross or intentional fault.
- (e) The Hypothecary Representative shall not be responsible in respect of any obligations undertaken in the exercise of its powers under the terms of this Deed or at law, or by reason of any delay, omission or any other act made in good faith by the Hypothecary Representative or its mandataries or representatives with the exception of obligations undertaken or acts made further to gross or intentional fault.

ARTICLE 10

THE HYPOTHECARY REPRESENTATIVE

Section 10.1 Acting as the Person Holding the Power of Attorney

The Hypothecary Representative shall hold the hypothec granted pursuant to this Deed for the benefit of the Secured Parties and shall act as hypothecary representative (*fondé de pouvoir*) of the Secured Parties within the meaning of Article 2692 of the Civil Code. Each Grantor hereby appoints the Hypothecary Representative to act as such hypothecary representative (*fondé de pouvoir*) in accordance with the terms hereof.

Section 10.2 Protection of Persons Dealing with Hypothecary Representative

No Person dealing with the Hypothecary Representative or its mandataries need inquire whether the hypothec hereby constituted has become enforceable or whether the powers which the Hypothecary Representative is purporting to exercise have become exercisable.

Section 10.3 Delegation of Powers

The Hypothecary Representative may delegate the exercise of its rights or the performance of its obligations hereunder to another Person, including a hypothecary representative (*fondé de pouvoir*). In that event, the Hypothecary Representative may furnish that Person with any information it may have concerning each Grantor or the Charged

Property, subject to the confidentiality undertakings of the Hypothecary Representative. The Hypothecary Representative shall not be responsible for damages resulting from such delegation or from any fault committed by such delegate.

Section 10.4 Resignation and Removal of Hypothecary Representative

The Hypothecary Representative may resign as Hypothecary Representative in accordance with Section 18.8 of the Credit Agreement. Upon the acceptance of its appointment as successor hypothecary representative (*fondé de pouvoir*) hereunder, the Person acting as such successor hypothecary representative (*fondé de pouvoir*) shall succeed to all the rights, powers and duties of the retiring Hypothecary Representative's appointment, powers and duties as Hypothecary Representative shall be terminated. After any retiring Hypothecary Representative's resignation hereunder as Hypothecary Representative, the provisions of this Article 10 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Hypothecary Representative.

Section 10.5 Liability of Hypothecary Representative

The Hypothecary Representative shall only be accountable for reasonable diligence in the performance of its duties and the exercise of its rights hereunder, and shall only be liable for its gross or intentional fault.

Section 10.6 Obligation to Act on Instructions of Secured Creditors

The Hypothecary Representative shall be fully protected in acting pursuant to the written instructions of the Secured Parties in connection with any proceedings, act, power, right, matter or thing relating to or conferred by or to be done under this Deed.

ARTICLE 11
MISCELLANEOUS

Section 11.1 Separate Security

This Deed and the hypothec created herein, are and shall be in addition to and not in substitution for, any other security held by the Hypothecary Representative, the Secured Parties or any one thereof in connection with the Credit Agreement.

Section 11.2 Further Assurances

Each Grantor shall at all times do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Deed, and shall provide such further documents or instruments required by the Hypothecary Representative as may be reasonably necessary or desirable to effect the purpose of this Deed and carry out its provisions, and for the better hypothecating the Charged Property or the rendering of the hypothec created hereunder opposable to third parties.

Section 11.3 Notice

Any notice or other communication, including a demand or a direction, required or permitted to be given hereunder shall be in writing and shall be made in accordance with the terms of the Credit Agreement.

Notwithstanding the foregoing, if the Civil Code requires that a notice or other communication be given in a specified manner, then any such notice or communication shall be given in such manner.

Section 11.4 Limitation of Liability

The Hypothecary Representative shall not be liable or accountable:

- (a) by reason of any entry into or taking possession of all or any of the Charged Property, to account for anything except actual receipts, or for any loss on realization or any act or omission for which a creditor might be liable; or
- (b) for any failure to exercise its remedies, take possession of, seize, collect, realize, sell, lease or otherwise dispose of or obtain payment for the Charged Property and shall not be bound to institute proceedings for such purposes or for the purpose of preserving any rights, remedies or powers of the Hypothecary Representative, each Grantor or any other Person in respect of same.

Each Grantor releases and discharges the Hypothecary Representative and any mandatary appointed under Section 8.2 from every claim of every nature, whether resulting in damages or not, which may arise or be caused to each Grantor or any Person claiming through or under each Grantor by reason or as a result of anything done by the Hypothecary Representative or any successor or assign claiming through or under the Hypothecary Representative or any such mandatary under the provisions of this Deed unless such claim be the result of gross or intentional fault.

Section 11.5 Expenses

The Grantors shall pay all reasonable and documented costs and expenses (including the reasonable fees and disbursements of legal counsel and other advisors) incurred by the Hypothecary Representative in connection with the negotiation, preparation and execution of this Deed and the protection of and enforcement under this Deed, advice with respect to this Deed, and those arising in connection with the realization, disposition, retention, protection or collection of any Charged Property and the protection or enforcement of the rights, remedies and powers of the Hypothecary Representative or any agent and those incurred for registration of the hypothecs created herein at the Register of Personal and Movable Real Rights. All amounts for which each Grantor is required under this Deed to reimburse the Hypothecary Representative or any mandatary shall, from the date of disbursement until the date the Hypothecary Representative or the receiver receives reimbursement, be deemed advanced to each Grantor by the Hypothecary Representative, shall be deemed to be Obligations secured hereby and shall bear interest at the highest rate per annum charged under any of the Obligations.

In particular, each Grantor agrees to indemnify and save the Hypothecary Representative harmless from all reasonable legal fees and disbursements incurred by the Hypothecary Representative in connection with any enforcement of rights and remedies under this Deed. This indemnity is independent of and in addition to any right which the Hypothecary Representative may have to seek recovery of costs in any litigation which results in respect of this Deed and is intended to ensure that the Hypothecary Representative is fully reimbursed for one-hundred percent (100%) of the reasonable fees and disbursements which may be incurred by it and its legal counsel.

Section 11.6 Amendments and Waivers

No amendment, supplement, modification or waiver or termination of this Deed and, unless otherwise specified, no consent or approval by any party, shall be binding unless executed in writing by the party to be bound.

Section 11.7 Waivers

No course of dealing on the part of the Hypothecary Representative, its officers, employees, consultants or mandataries, nor any failure or delay by the Hypothecary Representative with respect to exercising any right, power or privilege of the Hypothecary Representative under this Deed, shall operate as a waiver thereof.

Section 11.8 Payment to Third Parties

If the Hypothecary Representative is at any time or from time to time required to make a payment in connection with the security constituted by this Deed, such payment and all reasonable costs of the Hypothecary Representative (including legal fees and other expenses) shall be immediately payable by each Grantor to the Hypothecary Representative and shall bear interest at the highest rate provided in the Credit Agreement.

Section 11.9 Indivisibility

Every divisible obligation in favour of the Hypothecary Representative arising out of this Deed must be performed in its entirety by each heir or legal representative of any Person who is liable to the same extent as if it were indivisible.

Section 11.10 Time

Time is and shall be of the essence in the performance of the parties' respective obligations.

Section 11.11 Paramountcy

If there is a conflict, inconsistency, ambiguity or difference between any provision of this Deed and the Credit Agreement, the provisions of the Credit Agreement shall prevail, and such provision of this Deed shall be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference, save and except in respect of the provisions of this Deed which relate to the creation and enforcement of the hypothec hereby constituted, which provisions shall govern and prevail over the provisions of the Credit Agreement. Any right or remedy in this Deed which may be in addition to the rights and remedies contained in the Credit Agreement shall not constitute a conflict, inconsistency, ambiguity or difference.

Section 11.12 Governing Law

This Deed shall be governed by and construed in accordance with the laws of the Province of Québec and the laws of Canada applicable therein and each Grantor and the Hypothecary Representative hereby expressly and irrevocably submit to the non-exclusive jurisdiction of the courts of Québec.

Section 11.13 Language





The parties hereto confirm that they have requested that this Deed and all related documents be drafted in English. *Les parties aux présentes ont*

exigé que le présent acte et tous les documents connexes soient rédigés en anglais.

ARTICLE 12
SCHEDULES

Section 12.1 **Schedule "A"**

The following is Schedule "A" referred to in this Hypothec:

Country	Trademark	App./Reg. No.	App./Reg. Date	Status	Goods and Services	Owner
Canada	G (AND DESIGN) 	AN: 1946429	F: 15 Feb 2019	Pending	Healthcare and beauty products; food products; Dietary supplements for general health and well-being; Online sales and wholesale distribution of dietary supplements, food products and beauty products	Goli Nutrition Inc.
United States of America	G (AND DESIGN) 	AN: 88/335527	F: 12 Mar 2019	Pending	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins Int. Class 30: Food products, namely, apple cider vinegar, gummy candies, and beverages based on apple cider vinegar Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, and food products	Goli Nutrition Inc.
Canada	G (AND DESIGN) (RED) 	AN: 1946430	F: 15 Feb 2019	Pending	Healthcare and beauty products; food products; Dietary supplements for general health and well-being; Online sales and wholesale distribution of dietary supplements, food products and beauty products	Goli Nutrition Inc.
United States of America	G (AND DESIGN) (RED) 	AN: 88/335537	F: 12 Mar 2019	Pending	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins Int. Class 30: Food products, namely, apple cider vinegar, gummy candies, and beverages based on apple cider vinegar Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and	Goli Nutrition Inc.

Country	Trademark	App./Reg. No.	App./Reg. Date	Status	Goods and Services	Owner
					nutritional supplements, and food products	
African Intellectual Property Organization (OAPI)	GOLI	AN: 1502191 RN: 1502191	F: 11 Oct 2019 R: 15 Oct 2020	Registered	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair	Goli Nutrition Inc.
Antigua and Barbuda	GOLI	AN: 1502191	F: 11 Oct 2019	Pending	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair	Goli Nutrition Inc.
Armenia	GOLI	AN: 1502191	F: 11 Oct 2019	Pending	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair	Goli Nutrition Inc.
Australia	GOLI	AN: 2055490 RN: 2055490	F: 11 Oct 2019 R: 10 Aug 2020	Registered	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins	Goli Nutrition Inc.

Country	Trademark	App./Reg. No.	App./Reg. Date	Status	Goods and Services	Owner
					<p>Int. Class 30: Food products, namely, apple cider vinegar, gummy candies, and beverages based on apple cider vinegar</p> <p>Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair</p>	
Belarus	GOLI	AN: 1502191 RN: 1502191	F: 11 Oct 2019 R: 07 Aug 2020	Registered	<p>Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins</p> <p>Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair</p>	Goli Nutrition Inc.
Benelux	GOLI	AN: 1502191 RN: 1502191	F: 11 Oct 2019 R: 11 Oct 2019	Registered	<p>Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins</p> <p>Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair</p>	Goli Nutrition Inc.
Benelux	GOLI	AN: 1405942 RN: 1405942	F: 14 Nov 2019 R: 15 Nov 2019	Registered	Int. Class 05: Dietary supplements; nutritional supplements; vitamins; gummy vitamins	Goli Nutrition Inc.
Brunei Darussalam	GOLI	AN: 1502191	F: 11 Oct 2019	Pending	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins	Goli Nutrition Inc.

Country	Trademark	App./Reg. No.	App./Reg. Date	Status	Goods and Services	Owner
					Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair	
Bulgaria	GOLI	AN: 1502191 RN: 1502191	F: 11 Oct 2019 R: 11 Sep 2020	Registered	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair	Goli Nutrition Inc.
Cambodia	GOLI	AN: 1502191 RN: 1502191	F: 11 Oct 2019 R: 22 Feb 2021	Registered	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair	Goli Nutrition Inc.
Canada	GOLI	AN: 1928854	F: 06 Nov 2018	Pending	Int. Class 03: Healthcare and beauty products; food products Beauty creams and beauty serums Int. Class 05: Dietary supplements for general health and well-being Int. Class 35: Online sales and wholesale distribution of dietary supplements, food products, beauty creams and beauty serums for general health and well-being	Goli Nutrition Inc.

Country	Trademark	App./Reg. No.	App./Reg. Date	Status	Goods and Services	Owner
Caribbean Netherlands (Bonaire, St Eustatius, Saba)	GOLI	AN: 1502191	F: 11 Oct 2019	Pending	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins Int. Class 30: Food products, namely, apple cider vinegar, gummy candies, and beverages based on apple cider vinegar Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair	Goli Nutrition Inc.
Chile	GOLI	AN: 1371623	F: 01 Sep 2020	Pending	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins	Goli Nutrition Inc.
China (People's Republic)	GOLI	AN: 37972706 RN: 37972706	F: 06 May 2019 R: 14 Jan 2020	Registered	Int. Class 03: Beauty creams; beauty serums; beauty masks; beauty soap; beauty care cosmetics; shampoo; age retardant gel; cosmetic preparations for body care; essential oils; food flavorings [essential oils]; beverage flavourings [essential oils].	Goli Nutrition Inc.
China (People's Republic)	GOLI	AN: 37972707	F: 06 May 2019	Pending	Int. Class 05: Nutritional supplements; gummy vitamins; vitamin preparations; vitamin supplement patches; dietary fiber; dietetic foods adapted for medical purposes; dietetic beverages adapted for medical purposes.	Goli Nutrition Inc.
China (People's Republic)	GOLI	AN: 37972708 RN: 37972708	F: 06 May 2019 R: 14 Apr 2020	Registered	Int. Class 35: Retail services for pharmaceutical, veterinary and sanitary preparations and medical supplies; wholesale services for pharmaceutical, veterinary and sanitary preparations and medical supplies	Goli Nutrition Inc.
China (People's Republic)	GOLI	AN: 37972707A RN: 37972707A	F: 06 May 2019 R: 07 Mar 2020	Registered	Int. Class 05: Gummy vitamins	Goli Nutrition Inc.

Country	Trademark	App./Reg. No.	App./Reg. Date	Status	Goods and Services	Owner
Colombia	GOLI	AN: 1502191	F: 11 Oct 2019	Pending	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair	Goli Nutrition Inc.
Curacao	GOLI	AN: 1502191 RN: 1502191	F: 11 Oct 2019 R: 27 Apr 2020	Registered	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair	Goli Nutrition Inc.
Denmark	GOLI	AN: 1502191 RN: 1502191	F: 11 Oct 2019 R: 11 Oct 2019	Registered	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair	Goli Nutrition Inc.
Ecuador	GOLI	AN: SENADI-2019-76074	F: 22 Oct 2019	Pending – Opposed by Jaboneria Wilson	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins	Goli Nutrition Inc.
Estonia	GOLI	AN: 1502191 RN: 1502191	F: 11 Oct 2019 R: 30 Aug 2020	Registered	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional	Goli Nutrition Inc.

Country	Trademark	App./Reg. No.	App./Reg. Date	Status	Goods and Services	Owner
					<p>supplements, vitamins, and gummy vitamins</p> <p>Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair</p>	
European Union	GOLI	AN: 018061421 RN: 018061421	F: 06 May 2019 R: 15 Sep 2020	Registered	<p>Int. Class 03: Beauty products; beauty creams; beauty serums</p> <p>Int. Class 05: Dietary supplements for general health and well-being; healthcare products</p> <p>Int. Class 30: Food products, namely, food bars, namely, protein bars in the nature of cereal based breakfast food consisting of rolled oats and brown sugar and oat bars</p> <p>Int. Class 35: Online sales and wholesale distribution of dietary supplements, food products, namely, food bars in the nature of protein bars, cereal based breakfast food consisting of rolled oats and brown sugar and oat bars, beauty creams and beauty serums for general health and well-being</p>	Goli Nutrition Inc.
Finland	GOLI	AN: 1502191 RN: 1502191	F: 11 Oct 2019 R: 11 Oct 2019	Registered	<p>Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins</p> <p>Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair</p>	Goli Nutrition Inc.
Gambia	GOLI	AN: 1502191	F: 11 Oct 2019	Pending	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional	Goli Nutrition Inc.

Country	Trademark	App./Reg. No.	App./Reg. Date	Status	Goods and Services	Owner
					<p>supplements, vitamins, and gummy vitamins</p> <p>Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair</p>	
Georgia	GOLI	AN: 1502191 RN: 1502191	F: 11 Oct 2019 R: 13 Jan 2021	Registered	<p>Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins</p> <p>Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair</p>	Goli Nutrition Inc.
Ghana	GOLI	AN: 1502191	F: 11 Oct 2019	Pending	<p>Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins</p> <p>Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair</p>	Goli Nutrition Inc.
Greece	GOLI	AN: 1502191 RN: 1502191	F: 11 Oct 2019 R: 13 Apr 2021	Registered	<p>Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins</p> <p>Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo,</p>	Goli Nutrition Inc.

Country	Trademark	App./Reg. No.	App./Reg. Date	Status	Goods and Services	Owner
					conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair	
Hong Kong	GOLI	AN: 305699314	F: 27 Jul 2021	Pending	Int. Class 05: Dietary supplements and nutritional supplements; vitamins; vitamins and mineral supplements; gummy vitamins	Goli Nutrition Inc.
Iceland	GOLI	AN: 1502191 RN: 1502191	F: 11 Oct 2019 R: 10 Dec 2020	Registered	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair	Goli Nutrition Inc.
India	GOLI	AN: 4167841	F: 06 May 2019	Pending	Int. Class 03: Healthcare and beauty products; food products; beauty creams and beauty serums Int. Class 05: Dietary supplements for general health and well-being Int. Class 35: Online sales and wholesale distribution of dietary supplements, food products, beauty creams and beauty serums for general health and well-being	Goli Nutrition Inc.
Int'l Registration - Madrid Protocol Only	GOLI	AN: 1502191 RN: 1502191	F: 11 Oct 2019 R: 11 Oct 2019	Registered	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins Int. Class 30: Food products, namely, apple cider vinegar, gummy candies, and beverages based on apple cider vinegar Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty	Goli Nutrition Inc.

Country	Trademark	App./Reg. No.	App./Reg. Date	Status	Goods and Services	Owner
					products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair	
Ireland	GOLI	AN: 1502191	F: 11 Oct 2019	Published	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair	Goli Nutrition Inc.
Israel	GOLI	AN: 316550 RN: 316550	F: 06 May 2019 R: 03 Aug 2020	Registered	Int. Class 03: Beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair; beauty creams and beauty serums Int. Class 05: Dietary supplements for general health and well-being Int. Class 35: Online sales and wholesale distribution of dietary supplements, beauty creams and beauty serums for general health and well-being	Goli Nutrition Inc.
Italy	GOLI	AN: 1502191 RN: 1502191	F: 11 Oct 2019 R: 23 Nov 2020	Registered	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair	Goli Nutrition Inc.
Japan	GOLI	AN: 1502191	F: 11 Oct 2019	Pending	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional	Goli Nutrition Inc.

Country	Trademark	App./Reg. No.	App./Reg. Date	Status	Goods and Services	Owner
					<p>supplements, vitamins, and gummy vitamins</p> <p>Int. Class 35: Online retail store services and wholesale distributorship services for dietary and nutritional supplements</p>	
Kenya	GOLI	AN: 1502191	F: 11 Oct 2019	Pending	<p>Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins</p> <p>Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair</p>	Goli Nutrition Inc.
Korea, Republic of	GOLI	AN: 1502191 RN: 1502191	F: 11 Oct 2019 R: 14 Jul 2021	Registered	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins	Goli Nutrition Inc.
Malaysia	GOLI	AN: TM2021020695	F: 27 Jul 2021	Pending	Int. Class 05: Dietary supplements and nutritional supplements; vitamins; vitamins and mineral supplements; gummy vitamins	Goli Nutrition Inc.
Mexico	GOLI	AN: M2302703 RN: 2265496	F: 11 Oct 2019 R: 02 Jul 2021	Registered	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins	Goli Nutrition Inc.
Mexico	GOLI	AN: M2302704 RN: 2265497	F: 11 Oct 2019 R: 02 Jul 2021	Registered	Int. Class 30: Food products, namely, apple cider vinegar, gummy candies, and beverages based on apple cider vinegar	Goli Nutrition Inc.
Mexico	GOLI	AN: M2302705 RN: 2265498	F: 11 Oct 2019 R: 02 Jul 2021	Registered	<p>Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins</p> <p>Int. Class 30: Food products, namely, apple cider vinegar, gummy candies, and beverages based on apple cider vinegar</p> <p>Int. Class 35: Online retail store services and wholesale</p>	Goli Nutrition Inc.

Country	Trademark	App./Reg. No.	App./Reg. Date	Status	Goods and Services	Owner
					distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair	
Morocco	GOLI	AN: 1502191	F: 11 Oct 2019	Pending	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair	Goli Nutrition Inc.
New Zealand	GOLI	AN: 1136283 (IR 1502191) RN: 1136283 (IR 1502191)	F: 11 Oct 2019 R: 11 Oct 2019	Registered	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair	Goli Nutrition Inc.
Nigeria	GOLI	AN: F/TM/O/2019/160826	F: 23 Oct 2019	Pending	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins	Goli Nutrition Inc.
Norway	GOLI	AN: 1502191 RN: 1502191	F: 11 Oct 2019 R: 21 Oct 2020	Registered	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty	Goli Nutrition Inc.

Country	Trademark	App./Reg. No.	App./Reg. Date	Status	Goods and Services	Owner
					products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair	
Oman	GOLI	AN: 1502191 RN: 1502191	F: 11 Oct 2019 R: 14 Jun 2020	Registered	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair	Goli Nutrition Inc.
Peru	GOLI	AN: 898688	F: 27 May 2021	Pending – Opposed by GOLO, LLC	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins	Goli Nutrition Inc.
Philippines	GOLI	AN: 1502191 RN: 1502191	F: 11 Oct 2019 R: 11 Oct 2019	Registered	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair	Goli Nutrition Inc.
Philippines	GOLI	AN: 42021517522	F: 26 Jul 2021	Pending	Int. Class 05: Dietary supplements and nutritional supplements; vitamins; vitamins and mineral supplements; gummy vitamins	Goli Nutrition Inc.
Samoa	GOLI	AN: 1502191 RN: 1502191	F: 11 Oct 2019 R: 19 Jun 2020	Registered	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins Int. Class 30: Food products, namely, apple cider vinegar, gummy candies, and	Goli Nutrition Inc.






Country	Trademark	App./Reg. No.	App./Reg. Date	Status	Goods and Services	Owner
					beverages based on apple cider vinegar Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair	
San Marino	GOLI	AN: 1502191 RN: 1502191	F: 11 Oct 2019 R: 12 Jul 2020	Registered	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair	Goli Nutrition Inc.
Singapore	GOLI	AN: 40201926565Q RN: 40201926565Q	F: 11 Oct 2019 R: 11 Oct 2019	Registered	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair	Goli Nutrition Inc.
South Africa	GOLI	AN: 2019/30194	F: 23 Oct 2019	Pending	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins	Goli Nutrition Inc.
St. Maarten	GOLI	AN: 1502191 RN: 1502191	F: 11 Oct 2019 R: 28 May 2020	Registered	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins	Goli Nutrition Inc.


Country	Trademark	App./Reg. No.	App./Reg. Date	Status	Goods and Services	Owner
					<p>Int. Class 30: Food products, namely, apple cider vinegar, gummy candies, and beverages based on apple cider vinegar</p> <p>Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair</p>	
Sweden	GOLI	AN: 1502191 RN: 1502191	F: 11 Oct 2019 R: 22 Oct 2020	Registered	<p>Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins</p> <p>Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair</p>	Goli Nutrition Inc.
Switzerland	GOLI	AN: 1502191 RN: 1502191	F: 11 Oct 2019 R: 03 Nov 2020	Registered	<p>Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins</p> <p>Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair</p>	Goli Nutrition Inc.
Thailand	GOLI	AN: 190149303	F: 11 Oct 2019	Pending	<p>Int. Class 05: 1. Dietary food for medical purposes; 2. dietary substances for medical purposes; 3. food supplements mainly made from combined apple cider vinegar, pomegranate, beetroots, Citric Acid, Vitamin B12, Vitamin B9, and Pectin</p>	Goli Nutrition Inc.

Country	Trademark	App./Reg. No.	App./Reg. Date	Status	Goods and Services	Owner
					Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair	
Trinidad and Tobago	GOLI	AN: 56282	F: 22 Jan 2020	Pending	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins	Goli Nutrition Inc.
Tunisia	GOLI	AN: 1502191	F: 11 Oct 2019	Pending	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair	Goli Nutrition Inc.
Turkey	GOLI	AN: 1502191 RN: 1502191	F: 11 Oct 2019 R: 28 Dec 2020	Registered	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair	Goli Nutrition Inc.
Ukraine	GOLI	AN: 1502191 RN: 1502191	F: 11 Oct 2019 R: 26 Nov 2020	Registered	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins Int. Class 35: Online retail store services and wholesale distributorship services	Goli Nutrition Inc.

Country	Trademark	App./Reg. No.	App./Reg. Date	Status	Goods and Services	Owner
					featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair	
United Arab Emirates	GOLI	AN: 323805	F: 12 Jan 2020	Pending	Int. Class 05: Gummy vitamins	Goli Nutrition Inc.
United Kingdom	GOLI	AN: 1502191 RN: 1502191	F: 11 Oct 2019 R: 18 Aug 2020	Registered	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins Int. Class 35: Online retail store services and wholesale distributorship services connected with the sale of dietary and nutritional supplements, food products containing apple cider vinegar, namely, gummy candies, fruit gums (other than for medical use), granola snacks, granola bars, protein bars, oat bars, beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair	Goli Nutrition Inc.
United Kingdom	GOLI	AN: UK00918061421 RN: UK00918061421	F: 06 May 2019 R: 15 Sep 2020	Registered	Int. Class 03: Beauty products; beauty creams; beauty serums Int. Class 05: Dietary supplements for general health and well-being; healthcare products Int. Class 30: Food products, namely, food bars, namely, protein bars in the nature of cereal based breakfast food consisting of rolled oats and brown sugar and oat bars Int. Class 35: Online sales and wholesale distribution of dietary supplements, food products, namely, food bars in the nature of protein bars, cereal based breakfast food consisting of rolled oats and brown sugar and oat bars, beauty creams and beauty serums for general health and well-being	Goli Nutrition Inc.

Country	Trademark	App./Reg. No.	App./Reg. Date	Status	Goods and Services	Owner
United States of America	GOLI	AN: 88/260529	F: 14 Jan 2019	Pending	Int. Class 03: Beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair; beauty creams and beauty serums Int. Class 30: Food products, namely, apple cider vinegar, gummy candies, and beverages based on apple cider vinegar	Goli Nutrition Inc.
United States of America	GOLI	AN: 88/976287 RN: 6047784	F: 14 Jan 2019 R: 05 May 2020	Registered – Cancellation filed by GOLO, LLC	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair	Goli Nutrition Inc.
Zambia	GOLI	AN: 1502191	F: 11 Oct 2019	Pending	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair	Goli Nutrition Inc.
Zimbabwe	GOLI	AN: 1502191	F: 11 Oct 2019	Pending	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo,	Goli Nutrition Inc.

Country	Trademark	App./Reg. No.	App./Reg. Date	Status	Goods and Services	Owner
					conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair	
Canada	GOLI (AND DESIGN) 	AN: 1946428	F: 15 Feb 2019	Pending	Int. Class 03: Healthcare and beauty products; food products; Int. Class 05: Dietary supplements for general health and well-being Int. Class 35: Online sales and wholesale distribution of dietary supplements, food products, beauty creams and beauty serums for general health and well-being	Goli Nutrition Inc.
Colombia	GOLI (AND DESIGN) 	AN: SD2020/0085434	F: 19 Oct 2020	Pending – Opposed by GOLO, LLC	Int. Class 05: Gummy vitamins	Goli Nutrition Inc.
United States of America	GOLI (AND DESIGN) 	AN: 88/335489	F: 12 Mar 2019	Pending	Int. Class 03: Beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair; beauty creams and beauty serums Int. Class 30: Food products, namely, apple cider vinegar, gummy candies, and beverages based on apple cider vinegar	Goli Nutrition Inc.
United States of America	GOLI (AND DESIGN) 	AN: 88/976981	F: 12 Mar 2019	Published – Opposed by GOLO, LLC	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, and food products	Goli Nutrition Inc.
Canada	GOLI NUTRITION (AND DESIGN) 	AN: 1935443	F: 11 Dec 2018	Pending	Int. Class 03: Healthcare and beauty products; food products Int. Class 05: Dietary supplements for general health and well-being Int. Class 35: Online sales and wholesale distribution of	Goli Nutrition Inc.

Country	Trademark	App./Reg. No.	App./Reg. Date	Status	Goods and Services	Owner
					dietary supplements, food products and beauty products	
United States of America	GOLI NUTRITION (AND DESIGN) 	AN: 88/261174	F: 14 Jan 2019	OA Issued	Int. Class 03: Beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair; beauty creams and beauty serums Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins Int. Class 30: Food products, namely, apple cider vinegar, gummy candies, and beverages based on apple cider vinegar Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements, food products, and beauty products, namely, shampoo, conditioner, beauty mask, skin cleanser, toner, non-medicated exfoliating preparations for skin and hair	Goli Nutrition Inc.
United States of America	GOOD BONES	AN: 87/695580 RN: 5587960	F: 22 Nov 2017 R: 16 Oct 2018	Registered	Int. Class 05: Vitamins; Dietary supplements; Nutritional supplements; Vitamin supplements; Vitamin and mineral supplements	MYBITE VITAMINS, LLC (Assignment pending)
United States of America	HEALTH MADE HAPPY	AN: 87/709238 RN: 5613458	F: 05 Dec 2017 R: 20 Nov 2018	Registered	Int. Class 05: Vitamins; Dietary supplements; Nutritional supplements; Vitamin supplements; Vitamin and mineral supplements	MYBITE VITAMINS, LLC (Assignment pending)
United States of America	HEALTH, MADE HAPPY	AN: 88/726699 RN: 6160088	F: 13 Dec 2019 R: 22 Sep 2020	Registered	Int. Class 05: Dietary supplements; Nutritional supplements; Vitamin and mineral supplements; Vitamin supplements; Vitamins	MYBITE VITAMINS, LLC (Assignment pending)
United States of America	IT'S THE VITAMIN YOU'VE BEEN WAITING FOR	AN: 87/912379 RN: 5915750	F: 08 May 2018 R: 19 Nov 2019	Registered	Int. Class 05: Vitamins; Dietary supplements; Nutritional supplements; Vitamin supplements; Vitamin and mineral supplements	MYBITE VITAMINS, LLC (Assignment pending)
India	KETO	AN: 4142552	F: 09 Apr 2019	Pending	Int. Class 05: Nutraceuticals supplements.	Goli Nutrition Inc.

Country	Trademark	App./Reg. No.	App./Reg. Date	Status	Goods and Services	Owner
					Int. Class 35: Online retail stores services featuring dietary supplements.	
United States of America	MYBITE	AN: 87/601860 RN: 5587729	F: 08 Sep 2017 R: 16 Oct 2018	Registered	Int. Class 05: Dietary supplements; Nutritional supplements; Vitamin and mineral supplements; Vitamin supplements; Vitamins	MYBITE VITAMINS, LLC (Assignment pending)
United States of America	SWEET ZZZZ	AN: 87/695594 RN: 5587961	F: 22 Nov 2017 R: 16 Oct 2018	Registered	Int. Class 05: Vitamins; Dietary supplements; Nutritional supplements; Vitamin supplements; Vitamin and mineral supplements	MYBITE VITAMINS, LLC (Assignment pending)
Australia	TASTE THE APPLE. NOT THE VINEGAR.	AN: 2133594 RN: 2133594	F: 11 Oct 2019 R: 19 Apr 2021	Registered	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins Int. Class 30: Food products, namely, apple cider vinegar, gummy candies, and beverages based on apple cider vinegar Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements and food products	Goli Nutrition Inc.
Canada	TASTE THE APPLE. NOT THE VINEGAR.	AN: 1930115	F: 13 Nov 2018	Pending	00 Healthcare and beauty products; food products; Dietary supplements for general health and well-being; Online sales and wholesale distribution of dietary supplements, food products and beauty products	Goli Nutrition Inc.
Int'l Registration - Madrid Protocol Only	TASTE THE APPLE. NOT THE VINEGAR.	AN: 1558739 RN: 1558739	F: 11 Oct 2019 R: 11 Oct 2019	Registered	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins Int. Class 30: Food products, namely, apple cider vinegar, gummy candies, and beverages based on apple cider vinegar Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements and food products	Goli Nutrition Inc.

Country	Trademark	App./Reg. No.	App./Reg. Date	Status	Goods and Services	Owner
Japan	TASTE THE APPLE. NOT THE VINEGAR.	AN: 1558739	F: 11 Oct 2019	Pending	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements and food products	Goli Nutrition Inc.
Mexico	TASTE THE APPLE. NOT THE VINEGAR.	AN: 1558739	F: 11 Oct 2019	Pending	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins Int. Class 30: Food products, namely, apple cider vinegar, gummy candies, and beverages based on apple cider vinegar Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements and food products	Goli Nutrition Inc.
Philippines	TASTE THE APPLE. NOT THE VINEGAR.	AN: 1558739 RN: 1558739	F: 11 Oct 2019 R: 26 Mar 2021	Registered	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements and food products	Goli Nutrition Inc.
United States of America	TASTE THE APPLE. NOT THE VINEGAR.	AN: 88/261179	F: 14 Jan 2019	OA Issued	Int. Class 30: Food products, namely, apple cider vinegar, gummy candies, and beverages based on apple cider vinegar Int. Class 35: Online retail store services and wholesale distributorship services featuring dietary and nutritional supplements and food products	Goli Nutrition Inc.
United States of America	TASTE THE APPLE. NOT THE VINEGAR.	AN: 88/976746 RN: 6255560	F: 14 Jan 2019 R: 26 Jan 2021	Registered	Int. Class 05: Healthcare products, namely, dietary supplements, nutritional supplements, vitamins, and gummy vitamins	Goli Nutrition Inc.

Goli Status Report									
Reference #	Country	Status	Title	Serial #	Filed Date	Patent #	Issue Date	Expiration Date	Owner
426689-020033	US	EXPIRED	APPLE CIDER VINEGAR NUTRITIONAL SUPPLEMENT	62,784,845	2019-05-02			2020-05-03	Goli Nutrition Inc. (Canada)
426689-030024	US	ISSUED	APPLE CIDER VINEGAR NUTRITIONAL SUPPLEMENT	16,582,720	2015-11-25	10,784,755	2020-10-06	2029-11-13	Goli Nutrition Inc. (Canada)
426689-030032	PCT	PUBLISHED	APPLE CIDER VINEGAR NUTRITIONAL SUPPLEMENT	PCT/US2019/061232	2019-11-13				Goli Nutrition Inc. (Canada)
426689-020013	US	EXPIRED	APPLE CIDER VINEGAR NUTRITIONAL SUPPLEMENT	62,783,865	2019-04-11			2020-04-11	Goli Nutrition Inc. (Canada)
426689-020014	US	EXPIRED	APPLE CIDER VINEGAR NUTRITIONAL SUPPLEMENT	62,783,870	2019-04-11			2020-04-11	Goli Nutrition Inc. (Canada)
426689-020023	Canada	PENDING	APPLE CIDER VINEGAR NUTRITIONAL SUPPLEMENT	3,078,001	2019-11-13			2019-11-13	Goli Nutrition Inc. (Canada)
426689-020024	Australia	PENDING	APPLE CIDER VINEGAR NUTRITIONAL SUPPLEMENT	2019256037	2019-11-13			2019-11-13	Goli Nutrition Inc. (Canada)
426689-030025	China	PENDING	APPLE CIDER VINEGAR NUTRITIONAL SUPPLEMENT	201920003309 X	2019-11-13			2019-11-13	Goli Nutrition Inc. (Canada)
426689-020026	Europe	PUBLISHED	APPLE CIDER VINEGAR NUTRITIONAL SUPPLEMENT	19068030.5	2019-11-13			2019-11-13	Goli Nutrition Inc. (Canada)
426689-020029	US	ISSUED	APPLE CIDER VINEGAR NUTRITIONAL SUPPLEMENT	17,712,602	2020-09-04	10,980,265	2021-04-20	2039-11-13	Goli Nutrition Inc. (Canada)
426689-020031	US	ISSUED	APPLE CIDER VINEGAR NUTRITIONAL SUPPLEMENT	17,712,607	2020-09-04	10,980,266	2021-04-20	2039-11-13	Goli Nutrition Inc. (Canada)
426689-020033	US	PUBLISHED	APPLE CIDER VINEGAR NUTRITIONAL SUPPLEMENT	17,722,300	2021-04-05			2039-11-13	Goli Nutrition Inc. (Canada)

Domain Names

Main Domains

- goli.com
- goli.mx
- goli.in
- ashwa.com

Redirects:

- goliacv.com
- applecidervinegar.com
- gummygoli.com
- goligummies.com
- goligummy.ca
- goligummy.com
- golinutrition.com
- golivitamin.com
- golivitamins.com
- goliwellness.com

Other Registered Domains:

- acvcoffee.com
- acvelixir.com
- applecidervinegarcoffee.com
- applecidervinegarelixir.com
- braingoli.com
- coffeegoli.com
- collagengoli.com
- curcumingoli.com
- dietgoli.com
- elixirgoli.com
- gbite.com
- goliacv.ca
- golibeverage.com
- golibeverages.com
- golibrain.com
- goliburn.com
- golicoffee.com
- golicollagen.com
- golicurcumin.com
- golidiet.com
- golielixir.com
- golifatburner.com
- goligut.com
- golihair.com

- golihealth.com
- goli hemp.com
- goliketo.com
- golilip.com
- goliskin.com
- golisleep.com
- golislim.com
- golitea.com
- goliteeth.com
- goliteethwhitening.com
- goluturmeric.com
- goliwhite.com
- gutgoli.com
- hairgoli.com
- ketogoli.com
- skingoli.com
- sleepgoli.com
- slimgoli.com
- teagoli.com
- whitegoli.com
- acvgummies.com
- applecidergummy.com
- goli.com.mx
- goliapplecider.com
- golibite.com
- golibites.com
- golibyte.com
- golibytes.com
- supergreens.com
- vitamingoli.com
- applegoli.com
- goliapple.com
- applerct.com
- golinutritionsa.co.za
- gummiesgoli.com
- gummygoli.com
- golinutrition.ca
- golinutrition.com

Borrower also acquired the following domain names from Mybite Vitamins, LLC:

- mybitevitamins.com;
- mybitevitamins.info;
- mybitevitamins.net;
- mybitevitamins.org;
- mybitevitamin.com;
- mybitevitamin.info;
- mybitevitamin.net;
- mybitevitamin.org;
- mybite.com;
- mybite.info;
- mybite.net;
- mybites.com;
- mybites.info; and
- mybites.org

Social Media

- Facebook @GoliGummy and @GoliNutrition
- Instagram @GoliGummy and @GoliNutrition

- Pinterest @GoliGummy and @GoliNutrition
- LinkedIn @Goli-Nutrition
- Twitter @GoliGummy and @GoliNutrition
- TikTok @GoliNutrition

Section 12.2 **Schedule “B”**

The following is Schedule “B” referred to in this Hypothec:

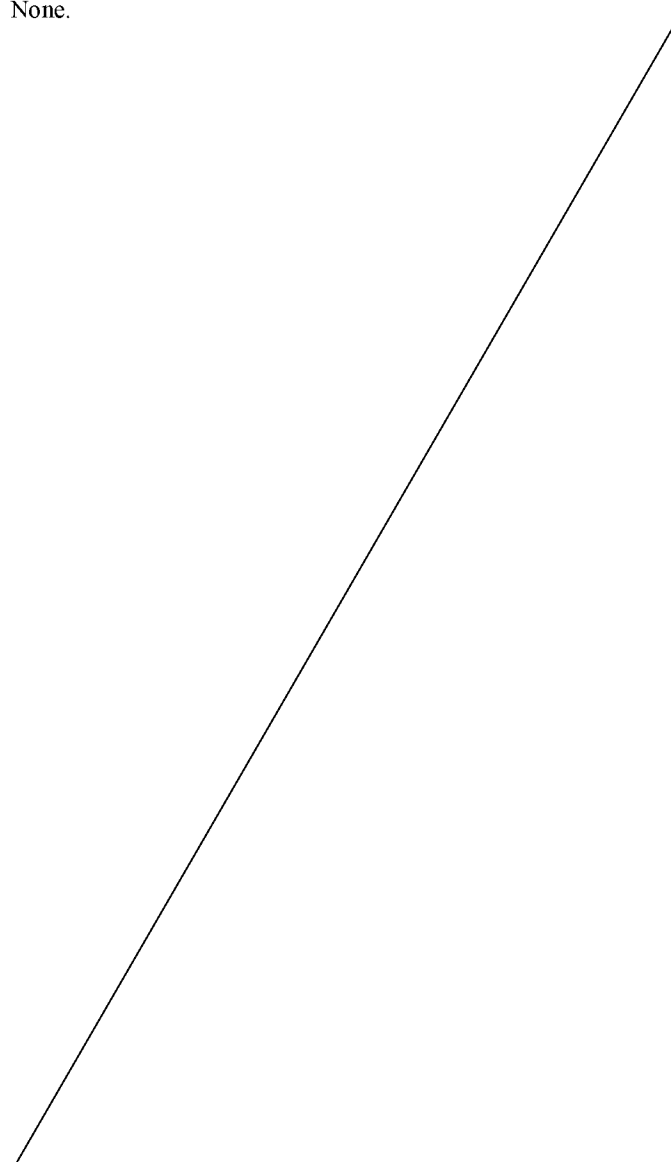
Obligor (full name)	Jurisdiction of incorporation	Shareholder (% percentage ownership)
Goli Nutrition Inc.	State of Delaware	Goli Nutrition Inc., holds 1000 Common Voting Stock (100%)

Section 12.3 **Schedule “C”**

The following is Schedule “C” referred to in this Hypothec:

CLAIMS SECURED BY REGISTERED HYPOTHEC

None.



WHEREOF ACTE:

DONE AND PASSED in the City of Montréal, Province of Québec, on the date hereinabove set forth, and remaining of record in the office of the undersigned notary under minute number FOUR THOUSAND SIX HUNDRED THIRTEEN (4613).

AND AFTER all parties have declared to the undersigned Notary that they had taken cognizance of the present Deed, that they had exempted the said Notary from reading same or causing same to be read and that they accept the use of technologies to execute these presents as authorized by Order 2021-4556 of the Minister of Justice dated the twentieth day of August Two thousand twenty-one (20 August 2021), they identified and acknowledged as true the annexes thereof and signed remotely in the presence of the undersigned Notary.

BANK OF MONTREAL

Meriem Bouchibi

Signé avec ConsignO Cloud (13/10/2021)
Vérifiez avec verifio.com ou Adobe Reader.



By:

Name: Meriem BOUCHIBI

GOLI NUTRITION INC.

Meriem Bouchibi

Signé avec ConsignO Cloud (13/10/2021)
Vérifiez avec verifio.com ou Adobe Reader.



By:

Name: Meriem BOUCHIBI

13384853 CANADA INC.

Meriem Bouchibi

Signé avec ConsignO Cloud (13/10/2021)
Vérifiez avec verifio.com ou Adobe Reader.



By:

Name: Meriem BOUCHIBI

Angelo Febbraio

Signé avec CertifiO (13/10/2021)
Vérifiez avec verifio.com ou Adobe Reader.



Mtre. Angelo FEBBRAIO, Notary