

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM717467

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Prana Biovegan Inc. / Prana Biovegetaliens Inc.		03/17/2022	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO CAPITAL FINANCE CORPORATION CANADA		
<b>Street Address:</b>	22 Adelaide Street West		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 4E3		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97053894	GRANOLOVE	
<b>Registration Number:</b>	5605812	KILIMANJARO	
<b>Registration Number:</b>	5630305	BOOST OF GOODNESS	
<b>Registration Number:</b>	5495022	PRANA	
<b>Registration Number:</b>	5158818	PRANA	
<b>Registration Number:</b>	5969962	PROACTIVCHIA	
<b>Registration Number:</b>	4889728	PRANA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2022801177		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	9042472620		
<b>Email:</b>	eastdocket@holleymenker.com		
<b>Correspondent Name:</b>	JAMES R. MENKER, HOLLEY & MENKER, P.A.		
<b>Address Line 1:</b>	PO Box 331937		
<b>Address Line 4:</b>	ATLANTIC BEACH, FLORIDA 32233		
<b>NAME OF SUBMITTER:</b>	James R. Menker		
<b>SIGNATURE:</b>	/jmenker/		
<b>DATE SIGNED:</b>	03/29/2022		

OP \$190.00 97053894

**Total Attachments: 6**

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**INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT (this **Agreement**), dated as of March 17, 2022, is made by Prana Biovegan Inc. / Prana Biovegetaliens Inc. (the **Grantor**) in favour of Wells Fargo Capital Finance Corporation Canada (the **Secured Party**).

**WITNESSETH:**

**WHEREAS** the Grantor is the registered owner of the (i) Canadian trademarks and trademark applications listed in Schedule "A" hereto (collectively, the **Canadian IP**), and (ii) United States trademarks and trademark applications listed in Schedule "B" hereto (the **US IP**, and together with the Canadian IP, the **Intellectual Property**);

**WHEREAS** the Grantor has granted security to the Secured Party pursuant to a deed of hypothec entered into on March 15, 2022 between the Grantor and the Secured Party (the **Hypothec**), as security for the payment and performance of certain obligations as more fully described therein, pursuant to which the Grantor has granted to the Secured Party a hypothec on and a security interest in, among other things, the Intellectual Property;

**WHEREAS** the Deed of Hypothec has been registered and published in accordance with applicable law, including the laws of the Province of Quebec; and

**WHEREAS** the Grantor and the Secured Party have agreed to enter into this Agreement for the purposes of recording the hypothec and security created under the Hypothec in the Intellectual Property with the Canadian Intellectual Property Office (the **CIPO**) and the United States Patent and Trademark Office (the **USPTO**), as applicable.

**NOW THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor and the Secured Party hereby agree as follows:

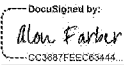
1. The Grantor and the Secured Party hereby confirm that they have entered into the Hypothec and that, pursuant to the Hypothec, the Grantor has granted to and in favour of the Secured Party a hypothec on, and a security interest in, among other things, the Intellectual Property.
2. The Grantor and the Secured Party hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the hypothec on, and the security interest in, the Intellectual Property are more fully set forth in the Hypothec and that in the event of a conflict between the provisions of this Agreement and the provisions of the Hypothec, the terms of the Hypothec shall control.
3. The Grantor and the Secured Party hereby authorize and request that the commissioner, registrar or any other applicable government officer of the CIPO record this Agreement with respect to the Canadian IP.
4. The Grantor and the Secured Party hereby authorize and request that the commissioner, registrar or any other applicable government officer of the USPTO record this Agreement with respect to the US IP.
5. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Any party may execute this Agreement and may communicate such signing by electronic transmission (including by way of PDF attached to an email).

6. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Québec and the federal laws of Canada applicable therein, without regard to the conflict of law principles.
7. The parties hereto have expressly required that this Agreement and all deeds, documents and notices relating thereto be drafted in the English language. *Les parties aux présentes ont expressément exigé que le présent acte et tout autre contrat, document et avis qui y sont afférents soient rédigés en langue anglaise.*

**[SIGNATURE PAGES FOLLOW]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Intellectual Property Confirmatory Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.

**PRANA BIOVEGAN INC.**  
**PRANA BIOVEGETALIENS INC.**  
as Grantor

By:  \_\_\_\_\_  
Name: Alon Farber  
Title: President

[Signatures continue on next page]

**WELLS FARGO CAPITAL FINANCE  
CORPORATION CANADA**  
as Secured Party

By:  \_\_\_\_\_  
Name: Jamie Gallant  
Title: VP


**SCHEDULE "A"**

**CANADIAN TRADEMARKS**

<b>Trademark</b>	<b>Registration # / Date of registration</b>	<b>Application # / Date Of Filing</b>
PRANA	TMA988969 2018-01-19	1807351 2016-11-01
PRANA	TMA834377 2012-10-15	1480758 2010-05-12
PROACTIVCHIA PRO ACTIV CHIA	LMC1055136 2019-09-18	1727866 2015-05-12
BOOST OF GOODNESS	TMA992641 2018-03-16	1806091 2016-10-24
GRANOLOVE GRANO LOVE	-	2013693 2020-02-25
KILIMANJARO	-	2001091 2019-12-12
KABANA CABANA	-	2114976 2021-06-17
FUJI	-	2088601 2021-03-03
MACHU PICHU	-	2088603 2021-03-03
ALEGRIA	-	2088604 2021-03-03
ANNAPURNA	-	2088602 2021-03-03
NIRVANA	-	2114969 2021-06-17
EXTAZE EXTASE	-	2114971 2021-06-17
SAMADHI	-	2114972 2012-06-17
AMANDINE	-	2114973 2021-06-17
PRANA ORGANIC BIOLOGIQUE (Design) 	-	1903638 2018-06-11
SUMSUMA	-	2065181 2020-11-19
PUR PLAISIR PURE	-	1996647 2019-11-19
CHIC CHOC	-	2063947 2020-11-13

**SCHEDULE "B"**

**UNITED STATES TRADEMARKS**

<b>Trademark</b>	<b>Registration # / Date of registration</b>	<b>Serial number # / Date of Filing</b>
GRANOLOVE	-	97053894 Sept. 30, 2021
KILIMANJARO	5605812 November 13, 2018	87837131 March 16, 2018
BOOST OF GOODNESS	5630305 December 18, 2018	87232072 October 2, 2018
PRANA	5495022 June 19, 2018	87232062 November 9, 2016
PRANA	5158818 March 14, 2017	86834178 November 30, 2015
PROACTIVCHIA	5969962 January 28, 2020	86650743 June 3, 2015
PRANA 	4889728 January 19, 2016	85277017 March 25, 2011