

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM732095

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Downright Healthy Foods L.P.		03/22/2022	Limited Partnership:
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce		
Street Address:	CIBC Square, 81 Bay Street		
Internal Address:	10th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 0E7		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85485906	MLO	
Serial Number:	85459093	MLO SPORTS NUTRITION	
CORRESPONDENCE DATA			
Fax Number:	4168657380		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	14168657697		
Email:	jkkim@torys.com		
Correspondent Name:	Torys LLP		
Address Line 1:	79 Wellington Street West		
Address Line 2:	30th Floor, Box 270, TD South Tower		
Address Line 4:	Toronto, CANADA M5K 1N2		
NAME OF SUBMITTER:	Julie Kim		
SIGNATURE:	/JULIE KIM/		
DATE SIGNED:	06/02/2022		
Total Attachments: 4			
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OP \$65.00 85485906

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 22, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by Downright Healthy Foods L.P., an Ontario limited partnership (the “**Debtor**”), in favor of Canadian Imperial Bank of Commerce, as agent (in such capacity, and its successors and permitted assigns in such capacity, the “**Agent**”) for the Lender Parties (as defined in the General Security Agreement, defined below).

WHEREAS, the Debtor signed a joinder agreement dated as of March 22, 2022 (the “**Joinder**”) whereby the Debtor became party to a General Security Agreement dated as of March 22, 2022 (together with the Joinder, and as it may be amended, restated, supplemented or otherwise modified from time to time, the “**General Security Agreement**”) among the Debtor, the other debtors party thereto and the Agent pursuant to which the Debtor granted a security interest to the Agent in substantially all of its assets.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Debtor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the General Security Agreement and used herein have the meaning given to them in the General Security Agreement.

SECTION 2. Grant of Security Interest

SECTION 2.1 Grant of Security. The Debtor hereby pledges, collaterally assigns and grants to the Agent, on behalf of and for the ratable benefit of the Lender Parties, a security interest in all of its right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Debtor (including under any trade name or derivations thereof), and regardless of where located (collectively, the “**Trademark Collateral**”):

- (i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all rights corresponding to any of the foregoing throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interest created by this Agreement extend to, and the term “Collateral” shall not include (i) any general intangible that is now or hereafter held by the Debtor to the extent that such general intangible (or any agreement evidencing such general intangible) contains a term or is subject to a rule of law, statute or regulation that restricts or prohibits, or requires a consent (that has not been obtained) of a Person (other than an Obligor or any Subsidiary) to, the creation, attachment or perfection of the lien or security interest granted herein, to the extent any such restriction, prohibition and/or requirement of consent is effective and enforceable under applicable law and is not rendered ineffective by applicable law (including pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the UCC); provided that (x) this clause (i) shall not include any proceeds of any general intangible and (y) any general intangible that at any time ceases to satisfy the criteria set forth in this clause (i) (whether as a result of the applicable Person obtaining any necessary consent, any

change in any rule of law, statute or regulation or otherwise), shall no longer be subject to the exclusion set forth in this clause (i), and (ii) any “intent to use” trademark application until such time as a statement of use has been filed and accepted by the United States Patent and Trademark Office with respect thereto.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent on behalf of and for the ratable benefit of the Lender Parties pursuant to the General Security Agreement, and the Debtor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the General Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. Choice of Law

THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 5. Continuing Agreement.


This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until payment in full of all Obligations. Upon termination of this Agreement, the Agent shall, upon the request and at the expense of the Debtor, forthwith release its Encumbrance hereunder.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

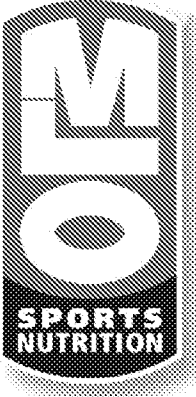
DOWNRIGHT HEALTHY FOODS L.P., by its general partner, **TOURMALINE GENERAL PARTNER INC.**

By


Name: Giuseppe Pulla
Title: President

[Signature page to Trademark Security Agreement]

**SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT**

Trademark	Status	Official Nos.	Owner	Goods and Services
MLO	Registered	App 85485906 App 02-DEC-2011 Reg 5195811 Reg 02-MAY-2017	DOWNRIGHT HEALTHY FOODS L.P. CANADA LIMITED PARTNERSHIP 555 STEEPROCK DRIVE TORONTO, ON, M3J2Z6 CA (CANADA)	INT. CL. 5 DIETARY AND NUTRITIONAL SUPPLEMENTS; PROTEIN SUPPLEMENT SHAKES AND POWDERS; NUTRITIONAL AND DIETARY SUPPLEMENTS FORMED AND PACKAGED AS BARS; NUTRITIONAL SUPPLEMENT PROTEIN BARS
MLO SPORTS NUTRITION 	Registered	App 85459093 App 28-OCT-2011 Reg 5195808 Reg 02-MAY-2017	DOWNRIGHT HEALTHY FOODS L.P. CANADA LIMITED PARTNERSHIP 555 STEEPROCK DRIVE TORONTO, ONTARIO, M3J2Z6 CA (CANADA)	INT. CL. 5 DIETARY AND NUTRITIONAL SUPPLEMENTS; PROTEIN SUPPLEMENT SHAKES AND POWDERS; NUTRITIONAL AND DIETARY SUPPLEMENTS FORMED AND PACKAGED AS BARS; NUTRITIONAL SUPPLEMENT PROTEIN BARS