

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM742428

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lively Root Technologies, Inc.		07/19/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Steel Funding, LLC		
Street Address:	305 East 85th Street,		
Internal Address:	10D		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10028		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6231362	LIVELY ROOT	
Registration Number:	6025583	LIVELY ROOT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2126834120		
Email:	luis.rodriquez@unitedcorporate.com		
Correspondent Name:	Ethan Schlusssel, Esq.		
Address Line 1:	1211 Avenue of the Americas		
Address Line 2:	c/o Zeichner Ellman & Krause LLP		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Ethan Schlusssel, Esq.		
SIGNATURE:	/Ethan Schlusssel, Esq./		
DATE SIGNED:	07/20/2022		
Total Attachments: 6			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Lively Root Technologies, Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 19, 2022

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Steel Funding, LLC

Street Address: 305 East 85th Street, #10D

City: New York

State: New York

Country: USA Zip: 10028

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s) _____ Text

B. Trademark Registration No. (s)

6231362; 6025583

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

The wording "Livelyroot" in stylized font; Lively Root;

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: _____

Internal Address: _____

Street Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Docket Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

June 19, 2022

Date

Ethan Schiussel

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this “**Patent and Trademark Security Agreement**”), dated as of July 19, 2022 is made by **LIVELY ROOT TECHNOLOGIES, INC.**, a Delaware corporation having an address at 600 B St, Suite 300, San Diego, CA 92101 (the “**Grantor**”), in favor of **STEEL FUNDING, LLC** (including any successor, participant, assignee or transferee thereof (the “**Secured Party**”).

WHEREAS, the Grantor has entered into a Loan and Security Agreement, dated as of the date hereof (the “**Loan Agreement**”), with the Secured Party, as a lender;

WHEREAS, under the terms of the Loan Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Patent and Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Secured Party as follows:

1. **Grant of Security.** The Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Collateral**”):

(a) patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, those patents and patent applications listed on Schedule 1 attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all patented technology and know-how, and (v) all of the Grantor’s rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(v) in this Section 1(a) are sometimes hereinafter referred to individually and/or collectively referred to as the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all Accounts, General Intangibles, royalties, fees, income, payments and all other proceeds and products now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** The Grantor authorizes the Commissioner in the Patent and/or Trademark Office and any other government officials to record and register this Patent and Trademark Security Agreement upon request by the Secured Party.

3. **Loan Documents.** This Patent and Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the Collateral are as provided by the Loan Agreement, and related documents, and nothing in this Patent and Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Termination.** Upon payment and performance in full of all obligations set forth in the Loan Agreement, the security interests created by this Agreement shall terminate and Secured Party shall promptly execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all such security interests given by Grantor to Secured Party hereunder, including termination of this Patent and Trademark Security Agreement by written notice from Secured Party to the United States Patent and Trademark Office (collectively, "**Termination Documents**"). If Secured Party fails or refuses to execute the Termination Documents within thirty (30) days of written notice from Grantor requesting such Termination Documents, Secured Party hereby agrees, for itself and its successors, assigns, donees, and transferees, to the fullest extent permitted by law, that the President of Grantor is hereby irrevocably appointed Assignor's attorney-in-fact with full authority to execute any Termination Documents requested by Grantor, and to perform all other acts necessary to evidence termination of this Agreement.

5. **Defined Terms.** Any term used herein but otherwise not defined shall have the meaning set forth in §9-102 of the Uniform Commercial Code.

6. **Execution in Counterparts.** This Patent and Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Patent and Trademark Security Agreement in electronic (i.e., "pdf" or "tif") format shall be effective

as delivery of a manually executed counterpart of this Patent and Trademark Security Agreement.

7. **Successors and Assigns.** This Patent and Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. **Governing Law.** This Patent and Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Patent and Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Patent and Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR: **LIVELY ROOT TECHNOLOGIES, INC.**, a Delaware corporation

DocuSigned by:
Colin Barceloux
By: _____
539D98BE257E4AE
Name: Colin Barceloux
Title: CEO

Agreed to and accepted:

STEEL FUNDING, LLC
a Delaware limited liability company,
as Secured Party

By: Steel Capital Management, LLC, its managing member

DocuSigned by:
Michael Hoffman
By: _____
171A5454CB694EB...
Name: Michael Hoffman
Title: Co-CEO

DocuSigned by:
Marc Sehgal
By: _____
7FC9BDF68DFEE44E...
Name: Marc Sehgal
Title: Co-CEO

SCHEDULE 1
PATENT AND TRADEMARK REGISTRATIONS AND APPLICATIONS

Patents:

<u>Description</u>	<u>Patent Application</u>
N/A	N/A

Trademarks:

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
The wording "Livelyroot" in stylized font	88693803	6231362	December 29, 2020
Lively Root	88440263	6025583	March 31, 2020

[Schedule 1 – Patent and Trademark Security Agreement]