

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM747555

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Body Plus Nutritional Products Inc.		07/19/2022	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	100 King Street West		
Internal Address:	1 First Canadian Place		
City:	Toronto, ON		
State/Country:	CANADA		
Postal Code:	M5X 1A1		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6502756	IRONVEGAN	
Registration Number:	6266819	IRONVEGAN	
Serial Number:	97289653	IRONVEGAN ATHLETE'S GAINER	
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>			
Email:	van-ipdocketing@mccarthy.ca		
Correspondent Name:	Vincent Kam-Sun Yip		
Address Line 1:	745 Thurlow Street, Suite 2400		
Address Line 4:	Vancouver, BC, CANADA V6E0C5		
ATTORNEY DOCKET NUMBER:	219931551629		
NAME OF SUBMITTER:	Vincent Kam-Sun Yip		
SIGNATURE:	/Vincent Kam-Sun Yip/		
DATE SIGNED:	08/10/2022		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “**IP Security Agreement**”) dated July 19, 2022, is made by BODY PLUS NUTRITIONAL PRODUCTS INC., a corporation existing under the laws of the Province of Ontario (together with its successors and permitted assigns, the “**Grantor**”), in favour of BANK OF MONTREAL, as administrative agent (together with its successors in such capacity, the “**Agent**”) for the Lenders (as defined below).

WHEREAS pursuant to a credit agreement dated January 31, 2017 among Jamieson Laboratories Ltd. (the “**Canadian Borrower**”), as borrower, the Agent, as administrative agent, and certain financial institutions party thereto from time to time, as lenders (as amended, amended and restated, supplemented or otherwise modified from time to time) the Grantor entered into an intellectual property security agreement dated as of January 31, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**2017 IP Security Agreement**”) with the Agent, as well as a general security agreement dated as of January 31, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**GSA**”), with the Agent. Terms defined in the GSA and not otherwise defined herein have the meanings specified in the GSA.

AND WHEREAS pursuant to an amended and restated credit agreement dated September 27, 2019 among the Canadian Borrower, as Canadian borrower, Jamieson Health Products USA Ltd. (“**Jamieson US**”), as US borrower, the Agent, as administrative agent, and certain financial institutions party thereto from time to time, as lenders (as amended, amended and restated, supplemented or otherwise modified from time to time) the Grantor entered into an intellectual property security agreement dated as of September 27, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**2019 IP Security Agreement**” and, together with the 2017 IP Security Agreement, the “**Existing IP Security Agreements**”), with the Agent.

AND WHEREAS pursuant to a second amended and restated credit agreement dated July 19, 2022 among the Canadian Borrower, Jamieson US, and NutraWise Health & Beauty LLC, as borrowers, the Agent, as administrative agent, and certain financial institutions party thereto from time to time, as lenders (collectively, the “**Lenders**”) (as amended, amended and restated, supplemented or otherwise modified from time to time) the Agent and the Lenders have required the Grantor, *inter alia*, to enter into this IP Security Agreement, which is in addition to the Existing IP Security Agreements and the GSA.

AND WHEREAS, under the terms of the GSA, the Grantor has granted to the Agent, for the benefit of the Agent, the Lenders and the Hedge Banks, a security interest in, among other property, certain intellectual property of the Grantor, and the Grantor has agreed to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office, as applicable.

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

1. Grant of Security

The Grantor hereby grants to the Agent for the benefit of the Agent and the Lenders a security interest in all of the Grantor's right, title and interest in and to the following (the "Collateral"):

- (a) the patents and patent applications set forth in Schedule A hereto (the "Patents");
- (b) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "Trademarks");
- (c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");
- (d) all industrial designs and industrial design registrations set forth in Schedule D hereto (the "Industrial Designs");
- (e) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, as applicable, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;
- (f) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (g) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the collateral of or arising from any of the foregoing.

2. Security for Obligations

The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the due and timely payment and performance by the Grantor of all Obligations.

3. Grants, Rights and Remedies

This IP Security Agreement has been entered into in conjunction with the provisions of the GSA. The Grantor hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the GSA, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the GSA, the provisions of the GSA shall control.

4. Recordation

The Grantor authorizes that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

5. Execution in Counterparts

This IP Security Agreement may be executed in any number of 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.


6. Governing Law

This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of the Canada applicable therein.

[Remainder of page intentionally left blank; signature page follows.]

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

**BODY PLUS NUTRITIONAL PRODUCTS
INC.**


By: 
Name: Michael Pilato
Title: Authorized Signatory

By: 
Name: Christopher Snowden
Title: Authorized Signatory

ACCEPTED and ACKNOWLEDGED by:

BANK OF MONTREAL, as administrative agent

by



Name: Sean P. Gallaway

Title: Director

**SCHEDULE A
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS**

I. PATENTS

Nil.


II. PATENT APPLICATIONS

Nil.

SCHEDULE B
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

I. TRADEMARK REGISTRATIONS

Grantor	Trademark	Registration Jurisdiction	Application Serial No.	Registration No.	Reg. Date
Body Plus Nutritional Products Inc.	IRONVEGAN	United States	88332182	6502756	September 28, 2021
Body Plus Nutritional Products Inc.	Ironvegan & Design 	United States	87231430	6266819	February 9, 2021

II. TRADEMARK APPLICATIONS

Grantor	Trademark	Registration Jurisdiction	Application Serial No.	Registration No.	Reg. Date
Body Plus Nutritional Products Inc.	IRONVEGAN ATHLETE'S GAINER and design 	United States	97289653	N/A	March 1, 2022 (Filing date)

**SCHEDULE C
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

COPYRIGHTS

I. COPYRIGHT REGISTRATIONS

Nil.

II. COPYRIGHT APPLICATIONS

Nil.

III. COPYRIGHT LICENSES

**SCHEDULE D
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

INDUSTRIAL DESIGNS

I. INDUSTRIAL DESIGN REGISTRATIONS

Nil.

II. INDUSTRIAL DESIGN APPLICATIONS

Nil.