

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM761060

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900712805		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jamieson Health Products USA Ltd.		07/19/2022	Corporation: DELAWARE
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: 5			
Property Type	Number	Word Mark	
Registration Number:	6219482	MADE FOR ALL OF YOU	
Registration Number:	4745997	AGE BEAUTIFULLY	
Registration Number:	4145371	NUTRAWISE	
Registration Number:	4056423	YOUTHEORY	
Registration Number:	4398091	JOINT COLLAGEN	
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:

10/13/2022

Total Attachments: 10

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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 JAMIESON HEALTH PRODUCTS USA LTD., a corporation existing under the laws of the State of Delaware (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 an amended and restated credit agreement dated September 27, 2019 among Jamieson Laboratories Ltd. (the “**Canadian Borrower**”), as Canadian borrower, the Grantor, as US borrower, the Agent, as administrative agent, and certain financial institutions party thereto from time to time, as lenders (collectively, the “**2019 Lenders**”) (as amended, amended and restated, supplemented or otherwise modified from time to time) the Agent and the 2019 Lenders required the Grantor, *inter alia*, to enter into a pledge and security agreement dated September 27, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge Agreement**”), with the Agent. Terms defined in the Pledge Agreement and not otherwise defined herein have the meanings specified in the Pledge Agreement.

AND WHEREAS pursuant to a second amended and restated credit agreement dated July 19, 2022 among the Canadian Borrower, the Grantor, 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, as well as an amendment to the Pledge Agreement dated the date hereof.

AND WHEREAS, under the terms of the Pledge Agreement, the Grantor has granted to the Agent, for the benefit of the Secured Parties, 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 Secured Parties 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 Pledge Agreement. 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 Pledge Agreement, 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 Pledge Agreement, the provisions of the Pledge Agreement 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 State of New York and the federal laws of the United States applicable therein.

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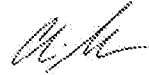
IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**JAMIESON HEALTH PRODUCTS USA
LTD.**

by



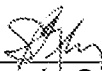
Name: Michael Pilato
Title: Authorized Signing Officer



Name: Chris Snowden
Title: Authorized Signing Officer

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

N/A



II. PATENT APPLICATIONS



N/A

**SCHEDULE B
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

TRADEMARKS

I. TRADEMARK REGISTRATIONS

Grantor	Trademark	Registration Jurisdiction	Application Serial No.	Registration No.	Reg. Date
Jamieson Health Products USA Ltd.	MADE FOR ALL OF YOU	United States	88576785	6219482	December 15, 2020
Jamieson Health Products USA Ltd.	AGE BEAUTIFULLY	United States	86081321	4745997	June 2, 2015
Jamieson Health Products USA Ltd.	NUTRAWISE	United States	85301810	4145371	May 22, 2012
Jamieson Health Products USA Ltd.	YOUTHEORY	United States	85298072	4056423	November 15, 2011
Jamieson Health Products USA Ltd.	JOINT COLLAGEN	United States	85887518	4398091	September 3, 2013
Jamieson Health Products USA Ltd.	NUTRAWISE	United States	2016114751	0005956485	June 16, 2017
Jamieson Health Products USA Ltd.	YOUTHEORY	United States	2016114753	0005956487	June 16, 2017
Jamieson Health Products USA Ltd.		United States	2016114752	0005956486	June 16, 2017
Jamieson Health Products USA Ltd.		United States	2016114754	0005956488	June 16, 2017

Grantor	Trademark	Registration Jurisdiction	Application Serial No.	Registration No.	Reg. Date
Jamieson Health Products USA Ltd.	NUTRAWISE	United States	19854012	19854012	June 21, 2017
Jamieson Health Products USA Ltd.	YOUTHEORY	United States	19854011	19854011	June 28, 2018
Jamieson Health Products USA Ltd.		United States	19854009	19854009	June 21, 2017
Jamieson Health Products USA Ltd.		United States	19854010	19854010	June 21, 2017
Jamieson Health Products USA Ltd.	YOUTHEORY	United States	5355013	N/A	N/A – filed March 4, 2022

II. TRADEMARK APPLICATIONS

N/A

**SCHEDULE C
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

COPYRIGHTS

I. COPYRIGHT REGISTRATIONS

N/A

II. COPYRIGHT APPLICATIONS

N/A

III. COPYRIGHT LICENSES

N/A

**SCHEDULE D
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

INDUSTRIAL DESIGNS

I. INDUSTRIAL DESIGN REGISTRATIONS

N/A

II. INDUSTRIAL DESIGN APPLICATIONS

N/A