

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM762482

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAJE NATURAL BUSINESS INC.		10/07/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	BANK OF MONTREAL		
Street Address:	595 BURRARD STREET, 6TH FLOOR		
City:	VANCOUVER, BRITISH COLUMBIA		
State/Country:	CANADA		
Postal Code:	V7X 1L7		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5252360	FORTIFY	
Registration Number:	6524013	PEPPERMINT HALO	
Registration Number:	6524469	POCKET FARMACY	
Serial Number:	97398318	AROMA LIGHT STARRY NIGHT	
Serial Number:	97519982	CALM-O-MILE	
Serial Number:	97061676	GODDESS	
Serial Number:	97398316	SAJE AROMA LIGHT	
Serial Number:	97520491	TRUE DEW	
CORRESPONDENCE DATA			
Fax Number:	5032202480		
<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:	503-294-9848		
Email:	lisa.davis@stoel.com		
Correspondent Name:	Anne W. Glazer / Stoel Rives LLP		
Address Line 1:	760 SW Ninth Avenue, Suite 3000		
Address Line 4:	Portland, OREGON 97205		
ATTORNEY DOCKET NUMBER:	11756-1201		
NAME OF SUBMITTER:	Lisa M. Davis, Paralegal		

OP \$215.00 5252360

SIGNATURE:	/lmd/
DATE SIGNED:	10/20/2022
Total Attachments: 5 source=IP Security Agreement#page1.tif source=IP Security Agreement#page2.tif source=IP Security Agreement#page3.tif source=IP Security Agreement#page4.tif source=IP Security Agreement#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

(SAJE NATURAL BUSINESS INC.)

TO: **BANK OF MONTREAL**, in its capacity as administrative agent, collateral agent, syndication agent and documentation agent (the “**Agent**”) for and on behalf of and for the benefit of the Lenders (as defined below)

DATE: October 7, 2022

RECITALS:

- A. The undersigned (the “**Obligor**”), as borrower, certain other loan parties from time to time party thereto, the lenders from time to time party thereto, as lenders, and the Agent, as administrative agent, collateral agent, syndication agent and documentation agent, are parties to the Credit Agreement (as defined below);
- B. Pursuant to the Credit Agreement, the Obligor entered into a general security agreement dated as of October 21, 2016, as amended by an omnibus acknowledgement and amending agreement dated as of July 2, 2020 (as may be further amended, supplemented or otherwise modified from time to time, the “**General Security Agreement**”) in favour of the Agent, whereby the Obligor granted a security interest in all present and after-acquired personal property of the Obligor, including all patents, trademarks, copyrights, and all other intellectual property.
- C. As additional security for the Obligations (as defined below), the Obligor has agreed to enter into this Agreement.

FOR VALUE RECEIVED and intending to be legally bound by this intellectual property security agreement (the “**Agreement**”), the Obligor agrees as follows:

1. INTERPRETATION

- 1.1 In this Agreement, unless the context expressly or by necessary implication requires otherwise, the following words and phrases will have the meanings set forth below. All capitalized terms used herein that are not otherwise defined shall have the meanings set out in the Credit Agreement.
 - (a) “**Lenders**” has the meaning ascribed to it in the Credit Agreement. Any reference to the “the Lenders” shall be interpreted as referring to “the Lenders or any one of them”.
 - (b) “**Credit Agreement**” means the fourth amended and restated credit agreement dated as of the date hereof among the Obligor, as borrower, the loan parties from time to time party thereto, the lenders party thereto, as lenders, and the Agent, as administrative agent, collateral agent, syndication agent and documentation agent, as may be amended, restated, supplemented, modified or replaced from time to time.
 - (c) “**Obligations**” has the meaning ascribed thereto in the Credit Agreement.
- 1.2 Conflict with Credit Agreement If there is any conflict or inconsistency between the terms of the Credit Agreement and the terms of this Agreement, the provisions of the Credit Agreement shall govern to the extent necessary to remove the conflict or inconsistency.

- 1.3 Other Interpretive Rules. Any rights or benefits stated to accrue to the benefit of the Agent shall accrue to the benefit of the Agent for and on behalf of and for the benefit of the Lenders and any decision, determination or other action required or permitted to be made or taken by the Agent shall be interpreted to mean that decision, determination or other action made or taken in accordance with the provisions of the Credit Agreement.
2. **GRANT OF SECURITY, ETC.**
- 2.1 Grant of Security As security for payment and performance of the Obligations, the Obligor mortgages, charges, assigns, transfers and pledges to the Agent as a fixed and specific mortgage and charge, and grants the Agent a security interest in, all of the Obligor's right, title and interest in and to all trademarks, patents, industrial designs, copyrights, internet domain names and all other intellectual property (collectively, the "**Intellectual Property**") now owned or at any time hereafter acquired by the Obligor or in which the Obligor now has or at any time in the future may acquire any right, title or interest (including, without limitation, all Intellectual Property listed on **Schedule "A"** hereto).
- 2.2 Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the Canadian Intellectual Property Office, the United States Patent and Trademark Office, the United States Copyright Office, or such other office or registry as may be appropriate from time to time.
- 2.3 Acknowledgment. The Obligor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Intellectual Property are more fully set forth in the General Security Agreement, the terms and conditions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.
- 2.4 Governing Law. This Agreement and any dispute arising from or in relation to this Agreement shall be governed by, and interpreted and enforced in accordance with, the law of the Province of British Columbia and the laws of Canada applicable therein, excluding the conflict of law rules of that province.

[Signature page follows – remainder of page is intentionally blank]

IN WITNESS OF WHICH, the Obligor has duly executed this Agreement as of the date first above written.

SAJE NATURAL BUSINESS INC.,
by its authorized signatory:

By: 
Name: Avik Pramanik
Title: Authorized Signatory

SCHEDULE A

INTELLECTUAL PROPERTY

A. Trademarks, trademark registrations, and pending applications

i. *Registered Trademarks*

The following is a list of registered trademarks owned by the Obligor:

Description	Registration Number	Country	Registration Date	Expiration Date
ARRIVE REVIVED	TMA1113295	Canada	November 3, 2021	November 3, 2031
 (Class 3)	45902242	China	April 21, 2021	April 20, 2031
 (Class 11)	45929084	China	February 14, 2021	February 13, 2031
 (Class 21)	46021035	China	December 28, 2020	December 27, 2030
SAJE NATURAL WELLNESS (Class 3)	45921638	China	April 28, 2021	April 27, 2031
SAJE NATURAL WELLNESS (Class 21)	46029719	China	February 7, 2021	February 6, 2031
FORTIFY	5,252,360	USA	July 25, 2017	July 25, 2023
PEPPERMINT HALO (Class 3)	6,524,013	USA	October 19, 2021	October 19, 2027
POCKET FARMACY (Class 5)	6,524,469	USA	October 19, 2021	October 19, 2027

ii. *Trademark applications*

The following is a list of trademark applications filed by the Obligor:

Description	Application Number	Country	Filing Date	Status
AROMA LIGHT STARRY NIGHT	2,183,402	Canada	May 5, 2022	Filed- Awaiting Examination
CALM-O-Mile	2,162,850	Canada	January 27, 2022	Filed – Awaiting Examination

Description	Application Number	Country	Filing Date	Status
IMMUNE	Not yet assigned	Canada	May 4, 2022	Filed – Awaiting Examination
SAJE AROMA LIGHT	2,183,405	Canada	May 5, 2022	Filed – Awaiting Examination
TRUE DEW	2,162,849	Canada	January 27, 2022	Filed – Awaiting Examination
SAJE NATURAL WELLNESS (Class 5)	2022-001563	Japan	January 7, 2022	Allowed
AROMA LIGHT STARRY NIGHT	97/398,318	USA	May 6, 2022	Published
CALM-O-MILE	97/519,982	USA	July 26, 2022	Filed – Awaiting Examination
GODDESS	97/061,676	USA	October 6, 2021	Examined
SAJE AROMA LIGHT	97/398,316	USA	May 6, 2022	Suspended
TRUE DEW	97/520,491	USA	July 26, 2022	Filed – Awaiting Examination

B. Patents, patent applications, industrial designs, and industrial design applications

i. *Patents*

Nil.

ii. *Industrial Designs*

Nil.

C. Copyright applications and registrations

Nil.

D. Domain Names

Nil.